

VILLAGE OF RUIDOSO

AGENDA INDEX
REGULAR MEETING
OCTOBER 14, 2025 AT 1:00 PM

313 Cree Meadows Dr. Ruidoso
NM,88345

CALL TO ORDER

MOMENT OF SILENCE/INVOCATION AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

Invocation

Pledge of Allegiance

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL

APPROVAL OF AGENDA

CONSENT REGULAR ITEMS

1. Approval of Governing Body Minutes
2. Approval of Request to Schedule a Public Hearing on November 10, 2025 for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.
3. Approval of Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DID-000220.
4. Approval of T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.
5. Approval of Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.
6. Approval of Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGRT, and Requesting an Extension of 117 days to November 3, 2025.

7. Approval of Request to Schedule a Public Hearing on November 10, 2025, for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees, Promotions and Transfers
2. Presentation of Retirement Plaque to Adam Sanchez, Public Works Director, for his Service to the Village of Ruidoso from October 2000 through October 2025
3. Recognition of Award from the New Mexico Municipal League to Ron Sena as Outstanding City Manager Honoring Excellence in Leadership and Services for 2025
4. Recognition of Certified Municipal Official (CMO) Designation to Councilor Gary Jackson
5. Presentation of Employees and Department of the Quarter
6. PROCLAMATION: Retirement of Sadie the Therapy Dog
7. Announcement of Wingfield Heritage House Museum Annual Open House on October 16, 2025

BOARD AND COMMISSION APPOINTMENTS

1. Discussion and Possible Action on Appointment of Levi Beaty, Public Works Director, as an Alternate, to the Southeast Regional Transportation Planning Organization (SERTPO).

VILLAGE MANAGER REPORT

1. Village Manager's Report
2. Update on Insurance Services Office (ISO) Rating
3. Update on Lead and Copper Rule

REPORTS FROM MUNICIPAL OFFICIALS

PUBLIC HEARINGS

1. Public Hearing for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.
2. Public Hearing for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso,

NM

3. Public Hearing for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

REGULAR ITEMS

1. Discussion and Possible Action on Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.
2. Discussion and Possible Action on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.
3. Discussion and Possible Action Village of Ruidoso Incentive Plan.
4. Discussion and Possible Action on Change Order #2 with J&H Services Inc. for ITB #2025-003B for High Loop Water System Improvements Resulting in a Decrease of the Contract Price by \$2,820.00 for a Total Contract Price of \$5,583,137.10 and Requesting an Extension of 61 Calendar Days for a Substantial Completion Date of December 29, 2025.
5. Discussion and Possible Action on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.
6. Discussion and Possible Action on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGRT, Utilizing the Allied State Contract 22-7425.
7. Discussion and Possible Action on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.
8. Discussion and Possible Action on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.
9. Discussion and Possible Action on Adoption of Resolution 2025-35, Relating to the \$918,415.00 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

10. Approval of Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

CLOSED SESSION

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

ADJOURN

I certify that notice has been given in compliance with 24-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 1.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: October 14, 2025

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes

September 9, 2025 - Regular Meeting

October 7, 2025 - Workshop Meeting

October 7, 2025 - Special Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes

September 9, 2025 - Regular Meeting

October 7, 2025 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:

[Regular Meeting Minutes - Sept 9, 2025.pdf](#)

[Workshop Meeting Minutes October 7, 2025.pdf](#)

[Special Meeting Minutes October 7, 2025.pdf](#)

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
SEPTEMBER 9, 2025**

CALL TO ORDER

Mayor Pro Tem, Rafael "Rifle" Salas, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Cory, Hooker, Eby, Jackson and Lutterman were recorded present in person. Mayor Lynn D. Crawford was absent. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Adam Sanchez, Public Works Director; Anthony Montes, Community Center Manager; Zachary J. Cook, Village Attorney; Judi Starkovich, Finance Director; Dick Cooke, Forestry Director; DD Staab, Library Director; Amber Word; Jacquelyn Pena, Water Resource Manager; Randy Koehn, Water Production Manager; Cade Hall, Fire Chief; Levi Beaty, Project Manager; Isabel Martinez, Water Resource Specialist; Connie Tucker, Water Resource Director; Austin Meuli, Asst. Fire Chief; Alex Koenig, Community Development Director; Johanna Quintana, HR Generalist; Cheryl Gerthe, HR Manager; Christy Coker, Purchasing Agent; Vyanca Vega; Lee Baker, Airport Manager; Jamie Urban, Police Lieutenant; Elaine Sanchez, Fire Dept. Admin.; Josh Long, Street Manager; Madison Schlotfeldt, Staff Accountant II; Kelly Airgood, Staff Accountant I; Jerry Parsons, General Services Manager; and Robyn Bryant, Staff Admin. There were approximately 12 visitors in attendance.

APPROVAL OF AGENDA.

Councilor Jackson moved to approve the agenda and allow the Mayor Pro Tem to move items as necessary. Councilor Hooker seconded the motion and the motion carried with a roll call vote of all present voting "aye".

CONSENT REGULAR ITEMS.

Councilor Jackson moved to approve the Consent Regular Items as presented, Councilor Hooker seconded the motion and the motion carried with a roll call vote of all present voting "aye".

1. Approval of Governing Body Minutes
August 12, 2025 - Regular Meeting
August 22, 2025 - Special Meeting
September 3, 2025 - Special Meeting
2. Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.
3. Approval of Request to Schedule Public Hearing October 14, 2025, for Ordinance

2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

4. Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345.
5. Approval of Land Lease Agreement, Contract Number 697DCM-25-L-00127 for a Non Directional Beacon with the Federal Aviation Administration (FAA) at an Off-Site Location for Sierra Blanca Regional Airport.

PUBLIC INPUT.

Bill Hall stated that the use of social media could be used to post the truth and the facts regarding the money received by the Village for projects. Information could be posted as to what has been received and what hasn't. It could aid the public in knowing and understanding the process. He also recommended that the Village build more disc golf courses using Lodger's Taxes to fund the project.

Maria Benavidez, voiced her concerns with how the Lincoln County Revival of the Heart event held on June 28, was handled by Village and Police Department personnel..

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees, Promotions and Transfers

Mayor Pro Tem Salas presented the following:

New Employees:

Taylor Sralik – Human Resources Specialist – DOH 8/18/2025

Esteban “Josh” Monrreal – Purchasing Agent – DOH 8/25/2025

Randall Kalama – Certified Patrol Officer – DOH 9/2/2025

Velia Trujillo – Utility Billing Clerk – DOH 9/8/2025

Joely Trujillo - Wingfield Museum Education Curator - DOH 9/8/2025

Promotions:

Christy Coker – Customer Service Manager – effective 8/25/2025

Levi Beaty – Public Works Director – effective 8/25/2025

Josh Long – Assistant Public Works Director – effective 9/8/2025

Vyanca Vega – Project Manager – effective 9/8/2025

2. PROCLAMATION: September as "LIBRARY CARD SIGN-UP MONTH"

Mayor Pro Tem presented a proclamation proclaiming September as "Library Card Sign-Up Month".

3. Presentation of Retirement Plaque to Cameron Sidwell for his Service to the Village of Ruidoso Fire Department from September 2005 through September 2025

Mayor Pro Tem Salas presented a retirement plaque to Cameron Sidwell for his service to the Village of Ruidoso Fire Department from September 2005 through September 2025.

4. Update on the New Mexico Municipal League Annual Conference

Gina Corliss, Executive Admin Assistant presented to the Council the program of activities that would be held at the New Mexico Municipal League Annual Conference to be held in Ruidoso, September 16-19, 2025.

5. Update on Fire Department's High Water Rescue Truck

Cade Hall, Fire Chief, presented to Council, information and photos of the High Water Rescue Truck donated to the Village by the New Mexico Municipal League.

6. Update on Rio Ruidoso Watershed Based Plan Project Meeting to be Held September 23, 2025

Ronald L. Sena, Village Manager, informed Council that the meeting would be held at the Convention Center on September 23, 2025.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

Ronald L. Sena, Village Manager, presented his monthly managers report.

2. Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb

Rick Lamb with the Chaves and Lincoln County Boys and Girls Club presented to Council a power point highlighting the events and accomplishments of the Club for the summer of 2025.

3. Update on FEMA Funding Obligated Projects

Michael Martinez, Deputy Manager, presented and updated Council of the 20 projects that are currently obligated and funded through FEMA.

4. Update on Clean and Lien Properties

Alex Koenig, Community Development Director, presented to the Council an update of progress being made on various "Clean and Lien" properties within the Village.

5. Update on Lead and Copper Rule

Connie Tucker, Water Resource Director; Jaquelyn Pena, Water Resource Manager; Isabel Martinez, Water Resource Specialist; Levi Beaty, Project Manager and Adam Sanchez, Public Works Supervisor presented to Council an update on Lead and Copper Rule revisions.

6. Update on Hesco Barrier Placement Project

Adam Sanchez, Public Works Supervisors presented to Council that NRCS- Natural

Resources Conservation Services is the governmental organization responsible for the placement of hesco barriers around the Villages.

7. Update on Sierra Blanca Regional Airport Projects

Lee Baker, Airport Manager presented to Council information on various projects being done at the airport. One of the biggest projects is a re-model of the current terminal.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Cory stated that he would be attending the school district community meeting on Sept. 22 at Sierra Vista school and that he would be attend the annual chamber of commerce meeting on Sept. 10. Councilor Jackson gave a shout out to the Village's finance department and their hard work in reconciling the water/sewer project. Councilor Eby thanked the Village staff for their hard work and planning of the NM Municipal Conference to be held in the Village Sept. 16-19, 2025. Councilor invited all those in attendance to attend more meetings to be informed and knowledgeable of the operations of the Village.

PUBLIC HEARINGS.

1. Public Hearing for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.

Mayor Pro Tem Salas opened the Public Hearing. The Village Clerk presented to the Council that the Clerk's office received an application from Grill Caliente for a Restaurant B- Beer and Spirits Liquor License with On-Premises Consumption Only with Patio Service for the Location at 2800 Sudderth, Dr., Ruidoso, NM. The Clerk stated that in compliance with state law, notice of the public hearing was published two times as required. The Clerk also stated that she had not received any correspondence, e-mails or phone calls in opposition of the license. Mayor Pro Tem Salas asked for public input or questions from the Council, there being none, he closed the Public Hearing.

Councilor Eby moved to approve the liquor license application. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

2. Public Hearing for Consideration of a Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.

Mayor Pro Tem Salas opened the Public Hearing. The Village Clerk presented to the Council that the Clerk's office received an application from Lost Hiker Brewing Company for a Small Brewer Off-Site Location Liquor License for the location at 2536 Sudderth, Dr., Ruidoso, NM. The Clerk stated that in compliance with state law, notice of the public hearing was published two times as required. The Clerk also stated that she had not received any correspondence, e-mails or phone calls in opposition of the license. Mayor Pro Tem Salas asked for public input or questions from the Council, there being none, he closed the Public Hearing.

Councilor Cory moved to approve the liquor license application. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

3. Public Hearing for Adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.

Mayor :Pro Tem Salas opened the Public Hearing stating that the purpose of the Public Hearing was for the consideration of adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement. Mayor Pro Tem Salas asked for public comments and there being none closed the public hearing. Councilor Salas made a motion to approve adoption of Ordinance 2025-05 ,Councilor Jackson seconded the motion and upon a roll call vote of Councilor Salas voting "aye", Councilor Jackson voting "aye", Councilor Eby voting "aye", Councilor Lutterman voting "aye", and Councilor Hooker voting "aye" the motion passed.

REGULAR ITEMS.

1. Discussion and Possible Action on Purchase of Four (4) 2026 Ram 3500 Tradesman Regular Cab Trucks from Melloy CJDR for the Solid Waste Department Utilizing New Mexico State Price Agreement 40-00000-24-00068 in the Amount of \$302.656.00.

Councilor Eby made a motion to approve the purchases, Councilor Lutterman seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

2. Discussion and Possible Action on the Purchase of Two (2) 2024 Peterbilt Model 520 Refuse Trucks from Hunter Truck Sales for the Solid Waste Department Utilizing Sourcewell Contract #032824-PMC in the Amount of \$443,400.00.

Councilor Lutterman made a motion to approve the purchases, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

3. Discussion and Possible Action on Award to Bixby Electric Inc., for Airfield Electrical Vault and Equipment, Precision Approach Path Indicator (PAPI-4) System, and Runway 6-24 LED Lighting and Signage at the Sierra Blanca Regional Airport in the Amount of \$1,421,665.43 Including NMGRt.

Councilor Cory made a motion to approve the award, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

4. Discussion and Possible Action on Task Order RFP #2025-002P-02 for Professional Services for Disaster Recovery Coordinator for the 2025 Monsoon Season, with D.W. Dukes, LLC, in the Amount of \$756,056.00, Including NMGRt.

Councilor Jackson made a motion to approve the task order, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

5. Discussion and Possible Action on Change Order #1 to Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator for the 2024 Southfork Disaster (DR-4795) with D.W. Dukes, LLC, for a Reduction of \$913,517.00, Including NMGRT.

Councilor Jackson made a motion to approve the change order, Councilor Lutterman seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

Councilor Lutterman left the meeting at 3:45 p.m.

CLOSED SESSION.

Councilor Jackson made a motion to recess into:

- Discussion of limited personnel. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Councilor Hooker seconded and the motion carried with a roll call vote of all "ayes".

Mayor Pro Tem Salas recessed the Regular Meeting and entered into Closed Session at 3:46 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk.

Mayor Pro Tem Salas adjourned the Closed Session and reconvened the Regular Meeting at 4:03 p.m.

Councilor Jackson moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure, Councilor Hooker seconded and the motion carried with a roll call vote of all "ayes".

Any action taken as a result of the closed session will be brought back into open session.

ADJOURN.

There being no further business to come before the Governing Body, Mayor Pro Tem Salas adjourned the Regular Meeting at 4:04 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of October, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY WORKSHOP MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
OCTOBER 7, 2025
8:00 AM**

NOTICE OF WORKSHOP MEETING

CALL TO ORDER

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:02 a.m. Councilors Jackson, Eby, Cory, Hooker and Lutterman were recorded present in person. Councilor Salas was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Adam Sanchez, Public Works Director; Matthew Baird, Parks and Recreation Director; David Tetreault, Assistant Parks and Recreation Director; Jaquelyne Pena, Water Resource Manager; Steven Minner, Police Chief; Cade Hall, Fire Chief; Judi Starkovich, Finance Director; Levi Beaty, Public Works Director; Dick Cooke, Forestry Director; Christy Coker, Customer Service Manager; Constance Tucker, Water Resource Director; Robin Parks, Staff Accountant II; Randy Koehn, Water Production Manager; Johanna Quintana, HR Generalist; Alex Koenig, Community Development Director; Vyanca Vega, Project Manager; Vera Wheeler, Capital Projects Coordinator and Cheryl Gerthe, Human Resources Manager. Municipal employees present via Zoom were Dianne Stabb, Library Manager; Anthony Montes, Community Center Manager; Lee Baker, Airport Manager; Michael Martinez, Deputy Manager; Ann Lowery, Administrative Assistant and Robyn Bryant, Office Manager. Village of Ruidoso Legal Council present was Zachary Cook.

**MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE
FLAG**

ROLL CALL

AGENDA ITEMS

- 1 Discussion on T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the October 14, 2025 Regular Council Meeting.

- 2 Discussion on Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the October 14, 2025 Regular Council Meeting.

- 3 Discussion on Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the October 14, 2025 Regular Council Meeting.

- 4 Discussion on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

- 5 Discussion on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGRT, Utilizing the Allied State Contract 22-7425.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

- 6 Discussion on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

- 7 Discussion on Approval of Village of Ruidoso Incentive Plan.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

- 8 Discussion on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular

Council Meeting.

- 9 Discussion on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGR.T.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

- 10 Discussion on Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGR.T, and Requesting an Extension of 117 days to November 3, 2025.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the October 14, 2025 Regular Council Meeting.

- 11 Discussion on Adoption of Resolution 2025-35, Relating to the \$918,415 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the October 14, 2025 Regular Council Meeting.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 8:59 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 14th day of October, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, Village Clerk

**VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY SPECIAL MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
OCTOBER 7, 2025
9:00 AM**

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 9:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Hooker, Cory, Lutterman and Jackson were recorded present in person. Councilor Salas was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Village Clerk; Adam Sanchez, Public Works Director; Vyanca Vega, Capital Projects Coordinator; Cade Hall, Fire Chief; Alex Koenig, Community Development Director; Robin Parks, Staff Accountant II; Christy Coker, Customer Service Manager; Judi Starkovich, Finance Director; Jaquelyne Pena, Water Resource Manager; David Tetreault, Assistant Parks and Recreation Director; Constance Tucker, Water Resource Director; Joshua Long, Assistant Public Works Director; Mark Coker, Street Department Manager; Levi Beaty, Public Works Manager; Vera Wheeler, Capital Projects Coordinator and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present was Zachary Cook. Employees present via Zoom were Michael Martinez, Deputy Village Manager; Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Gina Corliss, Executive Administrative Assistant; Jaime Urban, Police Lieutenant; Robyn Bryant, Office Manager and Robin Parks, Staff Accountant II.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

ROLL CALL

AGENDA ITEMS

- 1 Discussion and Possible Action on 603 Mechem Housing Developing Project with White Sands Construction Inc.

Catlin Curry, Executive Vice President with White Sands Construction Inc. (WSCl) stated the following: Souder Miller and Associates (SMA) was currently completing the peer review of the revised Pillar Engineering design, and he anticipated receiving it by end of day Friday, October 10, 2025; once complete, WSCl would submit it along with the revised construction drawings to State of New Mexico Construction

Industries Division (CID) for permitting; It was their intention to begin work on the concrete stand up curb required for (8) out of (10) retaining walls as soon as they receive approval and the necessary permit from CID; WWSCI will be self-performing the scope of work and had a crew ready to mobilize within 72 hours of permit issuance; La Luz Dirt and Paving (LLD&P) was also prepared to begin remediation work on the Unit G wall, followed by site grading in accordance with the revised plans; their goal was to achieve substantial completion of each home individually and obtain CID sign-off as each was completed; the approach would allow the Village to occupy the homes progressively, thereby expediting both project completion and occupancy; and WSCI stands committed to see this project through to completion and will do everything in their power to have it completed in a timely manner as soon as possible.

No Action was Taken on this Item.

- 2 Discussion and Possible Action on Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Adam Sanchez stated the following: the Village of Ruidoso was awarded \$2,000,000.00 from the New Mexico Department of Transportation (NMDOT) Transportation Project Fund; the funding award was to fully complete the project; funding was to repair three roads: NMDOT Share- 95% or \$2,000,000.00 VOR Share - 5% or \$100,000.00; funds would be used to complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation and amp testing on Meander Dr., Cree Meadows Dr., and White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process; all four roads were school bus routes for the Ruidoso Municipal Schools and critical access routes for emergency services; the total length of the proposed project is 4.1 miles; and the project falls within the NMDOT owned right-of-way and we would be asking for support from the NMDOT District II Engineer; the quote was based on the Cutler Repaving, Inc. state-wide pricing agreement; the project would be turn-key to include pavement. rehabilitation, roadway striping, traffic control, construction, construction observation and testing; Road 1: Meander Dr./ Paradise Canyon Rd. Road 2: Cree Meadows Dr./ NM HWY 48 Road 3: White Mountain Meadows Dr./ Sunny Slope Dr.

Councilor Cory moved To Approve Adoption of Resolution 2025-32, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

- 3 Discussion and Possible Action on Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597.

Adam Sanchez stated the following: the Village of Ruidoso Street Department was requesting a time extension for the 2023-2024 COOP Project; the plan included use of in-house equipment and labor to complete the project; and the project would consist of Paving, Patching, Drainage improvements, to the following streets: Innsbrook Drive, St Moritz St., Grenoble Dr., Cortina Dr., Geneva Dr., Vienna Terrace, Riley Cove, and a portion of Metz Dr.

Councilor Lutterman moved To Approve Adoption of Resolution 2025-34, A Resolution Approving a Second Amendment to New Mexico Department of Transportation (NMDOT) Local Government Road Fund Cooperative Agreement L200597. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

- 4 Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services.

Cade Hall stated the following: this Memorandum of Understanding (MOU) set the parameters for major vehicle accidents and fire related emergencies that the Village of Ruidoso (VOR) responded to in the City of Ruidoso Downs (CORD); CORD was under the assumption that the Village of Ruidoso would automatically dispatch VOR resources to emergencies within their municipality; VOR is only to be dispatched as an assisting agency upon request; the VOR wants to be a good neighbor, but the use of our resources is an expense and takes resources that could be needed in the VOR; there were times when the VOR Fire Department had to call additional resources in to cover calls in the VOR because staff was responding to CORD; the VOR was not being compensated by CORD; and legal counsel had tried to reach out to CORD with no response.

Councilor Hooker moved To Approve Memorandum of Understanding between the Village of Ruidoso and the City of Ruidoso Downs for Mutual Aid Assistance Strictly for Major Vehicle Accidents and Fire Related Emergencies, Excluding EMS Services. Councilor Jackson seconded and the motion carried with a roll call vote of Councilors Hooker, Jackson and Lutterman voting aye, and Councilors Cory and Eby voting nay.

- 5 Discussion and Possible Action on Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the Amount of \$78,391.58 Including NMGR.T.

Jaquelyne Pena stated the following: Souder, Miller & Associates (SMA) prepared the Scope of Services to provide Planning Services to the Village of Ruidoso to develop a Long-Range Water Conservation Plan for the owner's public water supply system; and the Plan would be developed in accordance with §72-14-3.2 NMSA 1978 and the New Mexico Water Conservation Planning Guide for Public Water Suppliers (Technical Report 53); and the purpose of the Plan was to document existing system conditions, evaluate water use and efficiency, establish water conservation goals, and provide implementation strategies to promote long-term

sustainable use of the owner's water resources.

Councilor Jackson moved To Approve Task Order #2024-004P-14 with Souder, Miller & Associates, for Professional Engineering Services on the Development of a Long-Range Water Conservation Plan, in the Amount of \$78,391.58 Including NMGR. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

- 6 Discussion and Possible Action on Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR and a Total Project Cost of \$401,916.91 Including NMGR. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department.

Jaquelyne Pena stated the following: under the contract, Cobb Fendley & Associates would progress on developing the Watershed Based Plan (WBP) to improve water quality in the Rio Ruidoso; due to the impacts from the South Fork fire, modifications to the scope of work were needed; the Village made appreciable progress on the overall scope of work and held the first community partnering meeting on September 23, 2025; and additional funds were needed to address an expanded scope of work due to fire events.

Councilor Lutterman moved To Approve Task Order RFP #2024-004P-01-Amendment 2 with Cobb, Fendley & Associates, Inc. for Professional Engineering Services on the Watershed Based Plan for an Increased Cost of \$165,042.00 Including NMGR and a Total Project Cost of \$401,916.91 Including NMGR. The Village was Awarded a Grant of \$359,210.00 from the New Mexico Environment Department. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

- 7 Discussion and Possible Action on Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00.

Ronald Sena stated the Village of Ruidoso was granted \$5,374,500.00 from the New Mexico Department of Finance and Administration to be used strictly for housing projects.

Councilor Jackson moved To Approve Acceptance of Grant Agreement between the Village of Ruidoso (Grantee) and the State of New Mexico, Department of Finance and Administration for Housing Projects (Project #25-J2491-3) in the Amount of \$5,374,500.00. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Jackson made a motion to recess into Closed Session for:

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

Mayor Crawford recessed the Special Meeting and entered into Closed Session at 9:57 a.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Zachary Cook, Village Legal Counsel; Jini Turri, Village Clerk; Cheryl Gerthe, Human Resource Manager and Steven Minner, Chief of Police.

Mayor Crawford adjourned the Closed Session and reconvened the Special Meeting at 11:38 a.m.

Councilor Jackson moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 11:39 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of October, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 2.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: October 14, 2025

Re: Approval of Request to Schedule a Public Hearing on November 10, 2025 for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

Item Summary:

Approval of Request to Schedule a Public Hearing on November 10, 2025 for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

Financial Impact:

The proposed Ordinance would yield approximately \$1,450,000.00 (after expenses) in funding for water infrastructure projects. Funds are segregated in the GO Bond Capital Projects Fund (#302).

Item Discussion:

On March 5, 2024, the Citizens of the Village of Ruidoso (the Village) elected to continue the issuance of general obligation bonds in an amount not to exceed \$3,000,000.00 to fund water infrastructure projects with payback of the debt secured by Ad Valorem (property) Taxes.

The Ordinance would authorize professionals to act on behalf of the Village in relation to the issuance of the bonds and directs the Village Manager and Village Clerk to take necessary action in connection with the issuance of the bonds.

This Ordinance also Provides that the Series 2025 Bonds will be payable from Ad Valorem Taxes Levied without Limit as to Rate or Amount; Establishing the Maturity Dates, Rates of Interest, Redemption Features, and Price with Respect to such Bonds; Prescribing Other Details Concerning the Bonds and Tax Proceeds, including but not Limited to Covenants and Agreements in connection therewith and the Form, Terms, Conditions, and Manner of Execution of the Bonds; Ratifying all Action previously taken in connection therewith; and Repealing Ordinances in Conflict Herewith.

Recommendations:

To Approve Request to Schedule a Public Hearing on November 10, 2025 for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of \$1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

ATTACHMENTS:

[Bond Ordinance - Series 2025 2025-06.pdf](#)

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss.
VILLAGE OF RUIDOSO)

The Village Council (the “Council”) of the Village of Ruidoso (the “Village”), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the Village, in the Village Hall, 313 Cree Meadows Drive, Ruidoso, New Mexico, being the regular meeting place of the Council, at 1:00 p.m., on Monday, November 10, 2025, at which time there were present and answering the roll call the following members:

Mayor:

Councilors:

Absent:

Thereupon the following proceedings, among others, were taken at such meeting. There was officially filed with the Village Clerk, the Mayor and each Councilor, a copy of an ordinance in final form, which is as follows:

ORDINANCE NO. 2025-06

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000 FOR THE PURPOSE TO ENLARGE, IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION COMPONENTS OF THE VILLAGE'S WATER SYSTEM; PROVIDING THAT THE SERIES 2025 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; AWARDING THE BOND TO _____ AS BOND PURCHASER; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Village of Ruidoso, New Mexico is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the Village on the 5th day of March, 2024, the electors of the Village authorized the Village Council to contract bonded indebtedness on behalf of the Village and upon the credit thereof by issuing general obligation bonds of the Village to secure funds for the following purpose in the following amount:

<u>Purpose:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Securing funds for the purpose of enlarging, improving and/or extending the production and distribution components of the Village's water system.	\$3,000,000	\$1,500,000	\$1,500,000

WHEREAS, the Council has determined, and does hereby determine, that it is necessary and in the best interest of the Village and the residents thereof that \$1,500,000 of the general obligation bonds authorized at the election be issued at this time; and

WHEREAS, the Council determines that the issuance of the Series 2025 Bonds to finance the cost of enlarging, improving and/or extending the production and distribution components of the Village's water system, as more fully provided in this Ordinance, will benefit the Village and shall provide for the public health, peace and safety of the Village and its residents; and

WHEREAS, the Council has determined and does hereby determine that the Bonds shall be issued under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the Village has accepted an offer to purchase the Bonds from _____ in accordance with the terms set forth in this Bond Ordinance; and

WHEREAS, the Council determines that it is in the best interest of the City and its residents to sell the Series 2025 Bonds to the Purchaser at the sale price, and on the terms set forth in this Bond Ordinance and the Bond Purchase Agreement; and

WHEREAS, all required authorizations, consents and approvals of any governmental body, agency or authority in connection with (i) the general obligation pledge for the payment of the Bonds, and (ii) the authorization, execution and delivery of the Bonds, which are required to have been obtained by the date on which this Ordinance is adopted have been obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

“Authorized Officer” means the Mayor, Manager, Finance Director, Clerk or other officer or employee of the Village when designated by a certificate signed by the Mayor of the Village from time to time.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as bond counsel.

“Bond Purchase Agreement” means the agreement between the Village and the Purchaser providing for the sale by the Village and the purchase by the Purchaser of the Bonds.

“Bonds” and “Series 2025 Bonds” means the “Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025” authorized by this Ordinance.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Council” means the Village Council of the Village.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the Village with respect to the issuance of the Bonds, including the fees, premiums,

compensation, costs and expenses paid or to be paid to the Purchaser and attorney and municipal advisor fees.

“Federal Securities” means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean any other 12-month period which any appropriate authority may hereafter establish for its Fiscal Year.

“Independent Accountant” means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State appointed and paid by the Village who (i) is or are, in fact, independent and not under the domination of the Village, (ii) does not have any substantial interest, direct or indirect, with the Village, and (iii) is not connected with the Village as an officer or employee of the Village, but who may be regularly retained to make annual or similar audits of the books or records of the Village, and includes the New Mexico State Auditor.

“Insured Bank” means a bank which is a member of the Federal Deposit Insurance Corporation.

“Interest Payment Date” means June 1 and December 1 in each year commencing on June 1, 2026.

“Outstanding” when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the Village and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of on in substitution for which another Bond has been delivered pursuant to this Ordinance; (iii) any Bond for the payment or redemption of which funds or securities in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the Village. For all other purposes, Bonds owned by the Village which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

“Owner” means the registered owner of any Bond.

“Paying Agent” means the Finance Director (or successor in function) of the Village, as agent for the Village for the payment of the principal of and interest and premium, if any, on the Bonds.

“Payment Date” means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

“Permitted Investments” means securities which are at the time legal investments of the Village for the money to be invested, as applicable, including but not limited to

the following if permitted by law: (i) direct obligations of, or obligations fully guaranteed by the United States of America or instruments evidencing ownership interests in those obligations or in specified portions of the principal of or interest on those obligations; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the two highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Project” means enlarging, improving and/or extending the production and distribution components of the Village’s water system.

“Purchaser” means _____.

“Registrar” means the Finance Director (or successor in function) of the Village, as registrar and transfer agent for the Bonds.

“Regular Record Date” means the 15th day of the calendar month (whether or not a business day) immediately preceding each regularly scheduled interest payment date on the Bonds.

“Series Date” means the date of original issuance of each series of Bonds.

“Special Record Date” means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

“State” means the State of New Mexico.

“Village” means the municipal body corporate and politic known as the Village of Ruidoso, New Mexico.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Council and officers of the Village directed toward the Project, and toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Project is found and declared to be necessary.

Section 4. Findings. The Council hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Project from all sources other than the issuance of general obligation bonds are not sufficient to defray the cost of the Project.

B. The full faith and credit of the Village may lawfully be pledged to secure the payment and redemption of the Bonds.

C. The issuance of the Bonds pursuant to the Act, to provide funds for the financing of the Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the Village.

D. The net effective interest rate on the Bonds of _____% is less than 10% per annum, the maximum rate permitted by State law.

E. The Project is needed to meet the needs of the Village and its residents and will be acquired and constructed with the proceeds of the Bonds.

Section 5. Authorization of Bonds. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Village, it is hereby declared necessary that the Village, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds to be designated "Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025," in the aggregate principal amount of \$1,500,000. The issuance, sale and delivery of the Bonds are hereby authorized. The Bonds are hereby issued to the Purchaser pursuant to a negotiated sale at the purchase price of \$1,500,000, which equals the par amount of the Bonds.

Section 6. Bond Details.

A. Basic Details. The net effective interest rate on the Series 2025 Bonds is _____%. The Series 2025 Bonds shall be issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 and shall bear interest on the basis of a 360-day year and twelve 30-day months from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date until maturity or prior redemption, payable semiannually on June 1 and December 1 of each year until maturity, commencing June 1, 2026, and shall mature on June 1, 2037 in the years, amounts and interest rates as set forth herein.

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and paying agent for the Bonds), upon maturity or prior redemption thereof. If any Bond shall not be paid at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), to the Owner thereof on the Regular Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date).

All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption.

A. Optional Redemption. [The Series 2025 Bonds are subject to optional redemption at the option of the Village, prior to maturity on any date, in whole or in part, at par, plus accrued interest thereon to the redemption date.]

B. Notice. Notice of redemption shall be given by the Registrar by electronic means or by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to giving notice on the registration books kept by the Registrar. The Village shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the Village.

C. Sinking Fund Redemption. The Series 2025 Bonds are subject to mandatory sinking fund redemption on June 1 in each of the years and principal amounts stated below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for a sinking fund for the redemption of the Bond, the Village shall cause to be deposited in the interest and sinking fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of the Bond plus accrued interest to the

sinking fund redemption date:

Maturity Date June 1	Amount	Interest Rate
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037*		

*Final Maturity Date

Not less than 40 days prior to each sinking fund redemption date, the Registrar shall call the principal amount of the Bond redeemable on such sinking fund redemption date, and shall give notice of such call. The principal amount so redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Village on such sinking fund redemption date and any excess over such amount shall be credited against the next succeeding sinking fund obligation, if any.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the Village; each Bond shall be executed and attested with the manual or facsimile signature of the Village Clerk; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the Village (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices.

B. Certificate of Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed

to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the Owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the Owner or any transferee, but the Registrar may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. When Transfer or Exchange Not Required. The Registrar shall not be required: (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of 15 days next preceding the mailing of notice to the Owners calling any Bonds for prior redemption pursuant to Section 7; or (ii) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest as is provided in Section 6(B), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or the Owner's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

E. Delivery of Bond Certificates to Registrar. The officers of the Village are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities

as may be convenient to be held in custody by the Registrar pending use as herein provided.

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the Village.

Section 11. General Obligation Bonds. The Bonds shall constitute the general obligation debt of the Village, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the Village shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 12. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
VILLAGE OF RUIDOSO
GENERAL OBLIGATION BONDS, SERIES 2025

No. R-1 \$1,500,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Series Date</u>
_____ % per annum	June 1, 2037	_____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT: ONE MILLION FIVE HUNDRED THOUSAND DOLLARS

The Village of Ruidoso, New Mexico (the “Village”), for value received, promises to pay to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date, being the 15th day of the calendar month immediately preceding each regularly scheduled interest payment date, as defined in Ordinance No. 2025-_____, adopted on November __, 2025 (which authorizes this bond and which is referred to herein as the “Bond Ordinance”), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Finance Director (or successor in function) of the Village as registrar for the bonds (the “Registrar” and “Paying Agent”) or by such

other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above (subject to adjustment as provided herein), calculated on a 30/360 basis, payable on June 1, 2026 and semiannually thereafter on June 1 and December 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

This Bond is subject to payment on June 1 in each of the years and principal amounts stated below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for the redemption of this Bond, the Village shall cause to be deposited in the interest and sinking fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of this Bond plus accrued interest to the sinking fund redemption date:

<u>Maturity Date June 1</u>	<u>Amount</u>	<u>Interest Rate</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037*		

*Final Maturity Date

The bonds of the series of which this bond is a part (the “Bonds”) are subject to optional redemption at the option of the Village, prior to maturity on any date, in whole or in part, at par, plus accrued interest thereon to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

Notice of redemption of this bond will be given by providing at least thirty (30) days prior notice by electronic means or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the

Bond Ordinance. Notices of redemption will specify the number or numbers and maturity date of the Bonds to be redeemed, the date fixed for redemption, the amount of such Bond to be redeemed, and shall further state that on such redemption date there will become due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The Village, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated "Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025" of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) enlarge, improve and/or extend the production and distribution components of the Village's water system, and (2) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the Village is hereby irrevocably pledged. The Village Council has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

The Village covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Council and officers of the Village in the issue of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of

New Mexico, particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Village of Ruidoso, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the Village Clerk, respectively; and has caused its corporate seal to be affixed hereon, all as of the Series Date.

VILLAGE OF RUIDOSO, NEW MEXICO

By _____
Mayor

(SEAL)

ATTEST

By _____
Village Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

FINANCE DIRECTOR (OR SUCCESSOR IN
FUNCTION) OF THE VILLAGE OF RUIDOSO,
NEW MEXICO, as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells, assigns and transfer unto _____ the _____ within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

Name and Address of Transferee:

Dated: _____ Social Security Number or
Other Tax Identification Number: _____

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the Village shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Purchaser.

Section 14. Disposition of Proceeds. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the Village, or any of its officers, of any of the funds derived from the sale thereof.

Section 15. Levy of Taxes; Payment of Bonds. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the Village, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the Village subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the Village may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for the purpose, the principal of and interest accruing on the Bonds shall be paid from the Village's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other Village taxes are assessed, levied and collected. Annually, the Village Council shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes

provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Village Council each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 16. Delegated Powers. The Mayor and other Authorized Officers of the Village be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the publication of the summary of ordinance set out in Section 30 of this Ordinance (with such changes, additions and deletions as they may determine), the distribution of material relating to the Bonds, the printing of the Bonds and the execution and delivery of the Bond Purchase Agreement and of such certificates as may be required by the Purchaser, the Bond Purchase Agreement, or bond counsel.

Section 17. Events of Default. Each of the following events is an “Event of Default”:

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable at maturity, by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the Village to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 17(A) or Section 17(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the Village by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of Village. (1) The Village shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Village or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the Village, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Village, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the Village or of all or a substantial part of its assets, or (c) similar relief in respect of the Village under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 18. Remedies upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the Village, the Council, and its agents, officers and employees to protect and enforce the rights of any Owner under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to

protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner so to proceed shall not relieve the Village or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any Owner (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 19. Duties upon Default. Upon the occurrence and during the continuance of any Event of Default, the Village shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the Village fails or refuses to proceed as provided in this Section 19, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 20. Federal Tax Matters.

A. Tax Compliance. The Village (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government from the Rebate Fund, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

B. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the Village hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure provided in Section 22 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the Village, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The Village shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The Village shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code.

C. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The Village has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Village hereby covenants that in or during the calendar year in which the Bonds are issued, the Village (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

Section 21. Defeasance. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the Village with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the Village, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Village for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 22. Investment of Monies. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Village Council and the Village hereby covenant to the purchasers and the holders of the Bonds from time to time that the Village will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant

is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 23. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Village and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly so provided.

Section 24. Severability. If any section, paragraph, clause or provision shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 26. Amendment. This Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Ordinance for the protection or benefit of the Owners, to subject to this Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Ordinance may be amended or supplemented by ordinance adopted by the Council in accordance with the laws of the State, without receipt by the Village of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or
- C. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or
- D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Ordinance; or
- E. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Ordinance may be amended by resolution of the Village Council to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 27. Payment Due on Other than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 28. Reimbursement. The Village presently intends and reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed \$1,500,000 of the proceeds thereof to reimburse the Village for its prior expenditures in connection with the Project.

Section 29. Financial Information. The Village will provide Purchaser with financial statements within 270 days after the conclusion of each Fiscal Year as long as the Bonds are outstanding.

Section 30. Publication of Ordinance. The following notice shall be published one time in the *Ruidoso News*, being a legal newspaper published and of general circulation in the Village, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)
VILLAGE OF RUIDOSO, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE NO. 2025-_____

Notice is given of the adoption by the Village Council of the Village of Ruidoso, New Mexico of its Ordinance No. 2025-_____ on November __, 2025, relating to Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO
GENERAL OBLIGATION BONDS, SERIES 2025, IN THE AGGREGATE
PRINCIPAL AMOUNT OF \$1,500,000 FOR THE PURPOSE TO ENLARGE,
IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION
COMPONENTS OF THE VILLAGE'S WATER SYSTEM; PROVIDING THAT THE
SERIES 2025 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED
ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT
LIMIT AS TO RATE OR AMOUNT; AWARDING THE BOND TO _____ AS
BOND PURCHASER; PROVIDING FOR THE TERMS AND CONDITIONS OF THE
BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE
BONDS AND OTHER DETAILS CONCERNING THE BONDS; RATIFYING ALL
ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND
REPEALING ORDINANCES IN CONFLICT HERewith.

The title sets forth a general summary of the subject matter contained in the ordinance. Complete copies of the ordinance are on file in the Office of the Village Clerk and are available

for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

(End of Form of Notice of Adoption)

(Signature Page Follows)

PASSED AND ADOPTED THIS _____ DAY OF NOVEMBER, 2025.

VILLAGE OF RUIDOSO, NEW MEXICO

Lynn Crawford, Mayor

(SEAL)

Attest:

Jini S. Turri, MMC, Village Clerk

Councilor _____ then moved that the ordinance as filed with the Village Clerk at this meeting be passed and adopted. Councilor _____ seconded the motion.

The question being upon the passage and adoption of the ordinance, the motion was voted upon with the following result:

Those Voting Yea:

Those Voting Nay:

Those Absent:

The Mayor thereupon declared that a majority of all the members of that Council having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted.

After consideration of matters not relating to the Bonds, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF RUIDOSO, NEW MEXICO

Lynn Crawford, Mayor

(SEAL)

Attest:

Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: October 14, 2025

Re: Approval of Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DID-000220.

Item Summary:

Approval of Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DID-000220.

Financial Impact:

None

Item Discussion:

Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DID-000220.

Recommendations:

To Approve Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DID-000220.

ATTACHMENTS:

[Pay and Save, Inc. Application.pdf](#)

October 2, 2025

Certified Mail No.: 7021 2720 0001 2204 5838

Village of Ruidoso

Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.: License No. DIS-000220 | BLA-0000013105
Name of Applicant: Pay and Save, Inc.
Doing Business As: Lowe's #7
Proposed Location: 304 Mechem Drive, Ruidoso, New Mexico 88355

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted
and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

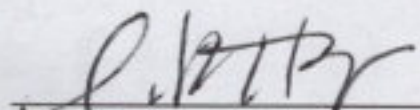
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

**THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR
LICENSE NO. DIS-000220 WITH OFF-PREMISES CONSUMPTION ONLY**

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information)
3. Copy of Floor Plan



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000013105



Business Information

Business Information

Business Name: PAY AND SAVE, INC.

Business Structure: Corporation

State Tax ID Number: XX-XXXXXX4-00-5

Business Email: joann.olivarez@lowesmarket.com

Type of Business: Alcohol;Tobacco

FEIN: XX-XXX4481

Business Phone: 8063853366

Contact Person Information

Contact Person Name: Mark Rhodes

Contact Person Email: mmr@rspcnm.com

Contact Person Phone: 5059804640

Business Mailing Address

Mailing Street: Po Box 1430

Mailing State: TX

Mailing Country: US

Mailing City: Littlefield

Mailing Zip Code: 79339

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?

☒ Applicant Business is buying/acquiring licenses from other business

☐ Applicant Business has a Change in Ownership

If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."

Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000013105



Premises Information

License Information

Specify the type of transfer you are applying for?

- ☐ Transfer of Ownership and Location
☒ Transfer of Ownership

License Number: DIS-000220

License Expiration Date: 9/30/25

Current DBA Name: LOWE'S #7

Dispenser Type: Full Dispenser

License Type: Dispenser

Current License Owner: RONNIE HOLT, PERSONAL
REPRESENTATIVE OF THE ESTATE OF WILLIAM GLEN
HOLT

Current Lessee: PAY AND SAVE, INC.

Current Premises Address

Physical Street: 304 MECHEM DRIVE

Physical State: NM

Physical County: Lincoln

Physical City: RUIDOSO

Physical Zip Code: 88355

Local Option District: Ruidoso

Proposed DBA Name

Do you want to change the license DBA Name? No

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: RONNIE HOLT, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM GLEN HOLT

Specify Date and Terms of Lease/Operating Agreement: august 1, 2022. Principal Term: 20 years with two(2) additional ten(10) year options

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States

No records to display.

List of Active Business Licenses in New Mexico

License Number: RET-000012

License Type: Retailer

Issuing State: New Mexico

License Number: DIS-000799

License Type: Dispenser

Issuing State: New Mexico



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000013105



License Number: DIS-000714	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000703	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000686	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000672	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000643	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000569	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000560	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000493	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000438	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000395	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000343	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000331	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000325	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000276	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000260	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000207	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000109	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000083	License Type: Dispenser	Issuing State:New Mexico



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000013105



Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Total Fee Amount:	200.00

Attestation/Oath

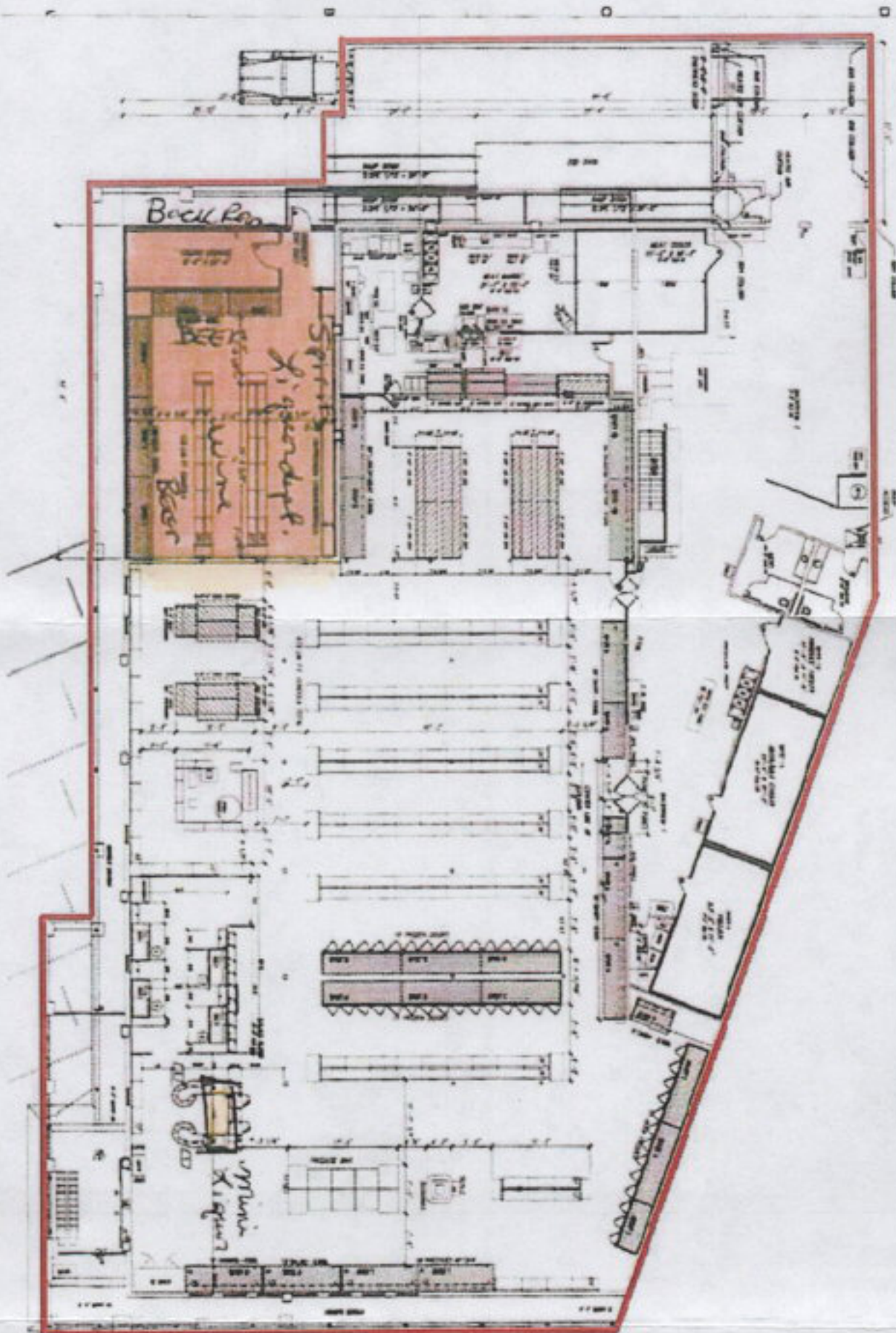
Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Pay and Save, Inc

Date: 08/06/2025

Date March 12, 2024

Total Square Footage: 15,691



ITEM NUMBER	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
0001	CEILING LIGHT	15.00	SQ. FT.		
0002	WALL LIGHT	10.00	SQ. FT.		
0003	DOOR ROOM 1	500	SQ. FT.		
0004	DOOR ROOM 2	1500	SQ. FT.		
0005	CEILING LIGHTS	1.75	SQ. FT.		
0006	CEILING SPACE	12	SQ. FT.		
0007	CEILING / WALL LIGHT	15.00	SQ. FT.		
0008	WALL LIGHT	300	SQ. FT.		
0009	WALL LIGHT	500	SQ. FT.		
0010	CEILING LIGHT	200	SQ. FT.		
0011	CEILING LIGHT	10.00	SQ. FT.		
0012	CEILING LIGHT	10.00	SQ. FT.		
0013	CEILING LIGHT	10.00	SQ. FT.		
0014	CEILING LIGHT	10.00	SQ. FT.		
0015	CEILING LIGHT	10.00	SQ. FT.		
0016	CEILING LIGHT	10.00	SQ. FT.		
0017	CEILING LIGHT	10.00	SQ. FT.		
0018	CEILING LIGHT	10.00	SQ. FT.		
0019	CEILING LIGHT	10.00	SQ. FT.		
0020	CEILING LIGHT	10.00	SQ. FT.		
0021	CEILING LIGHT	10.00	SQ. FT.		
0022	CEILING LIGHT	10.00	SQ. FT.		
0023	CEILING LIGHT	10.00	SQ. FT.		
0024	CEILING LIGHT	10.00	SQ. FT.		
0025	CEILING LIGHT	10.00	SQ. FT.		
0026	CEILING LIGHT	10.00	SQ. FT.		
0027	CEILING LIGHT	10.00	SQ. FT.		
0028	CEILING LIGHT	10.00	SQ. FT.		
0029	CEILING LIGHT	10.00	SQ. FT.		
0030	CEILING LIGHT	10.00	SQ. FT.		
0031	CEILING LIGHT	10.00	SQ. FT.		
0032	CEILING LIGHT	10.00	SQ. FT.		
0033	CEILING LIGHT	10.00	SQ. FT.		
0034	CEILING LIGHT	10.00	SQ. FT.		
0035	CEILING LIGHT	10.00	SQ. FT.		
0036	CEILING LIGHT	10.00	SQ. FT.		
0037	CEILING LIGHT	10.00	SQ. FT.		
0038	CEILING LIGHT	10.00	SQ. FT.		
0039	CEILING LIGHT	10.00	SQ. FT.		
0040	CEILING LIGHT	10.00	SQ. FT.		
0041	CEILING LIGHT	10.00	SQ. FT.		
0042	CEILING LIGHT	10.00	SQ. FT.		
0043	CEILING LIGHT	10.00	SQ. FT.		
0044	CEILING LIGHT	10.00	SQ. FT.		
0045	CEILING LIGHT	10.00	SQ. FT.		
0046	CEILING LIGHT	10.00	SQ. FT.		
0047	CEILING LIGHT	10.00	SQ. FT.		
0048	CEILING LIGHT	10.00	SQ. FT.		
0049	CEILING LIGHT	10.00	SQ. FT.		
0050	CEILING LIGHT	10.00	SQ. FT.		
0051	CEILING LIGHT	10.00	SQ. FT.		
0052	CEILING LIGHT	10.00	SQ. FT.		
0053	CEILING LIGHT	10.00	SQ. FT.		
0054	CEILING LIGHT	10.00	SQ. FT.		
0055	CEILING LIGHT	10.00	SQ. FT.		
0056	CEILING LIGHT	10.00	SQ. FT.		
0057	CEILING LIGHT	10.00	SQ. FT.		
0058	CEILING LIGHT	10.00	SQ. FT.		
0059	CEILING LIGHT	10.00	SQ. FT.		
0060	CEILING LIGHT	10.00	SQ. FT.		
0061	CEILING LIGHT	10.00	SQ. FT.		
0062	CEILING LIGHT	10.00	SQ. FT.		
0063	CEILING LIGHT	10.00	SQ. FT.		
0064	CEILING LIGHT	10.00	SQ. FT.		
0065	CEILING LIGHT	10.00	SQ. FT.		
0066	CEILING LIGHT	10.00	SQ. FT.		
0067	CEILING LIGHT	10.00	SQ. FT.		
0068	CEILING LIGHT	10.00	SQ. FT.		
0069	CEILING LIGHT	10.00	SQ. FT.		
0070	CEILING LIGHT	10.00	SQ. FT.		
0071	CEILING LIGHT	10.00	SQ. FT.		
0072	CEILING LIGHT	10.00	SQ. FT.		
0073	CEILING LIGHT	10.00	SQ. FT.		
0074	CEILING LIGHT	10.00	SQ. FT.		
0075	CEILING LIGHT	10.00	SQ. FT.		
0076	CEILING LIGHT	10.00	SQ. FT.		
0077	CEILING LIGHT	10.00	SQ. FT.		
0078	CEILING LIGHT	10.00	SQ. FT.		
0079	CEILING LIGHT	10.00	SQ. FT.		
0080	CEILING LIGHT	10.00	SQ. FT.		
0081	CEILING LIGHT	10.00	SQ. FT.		
0082	CEILING LIGHT	10.00	SQ. FT.		
0083	CEILING LIGHT	10.00	SQ. FT.		
0084	CEILING LIGHT	10.00	SQ. FT.		
0085	CEILING LIGHT	10.00	SQ. FT.		
0086	CEILING LIGHT	10.00	SQ. FT.		
0087	CEILING LIGHT	10.00	SQ. FT.		
0088	CEILING LIGHT	10.00	SQ. FT.		
0089	CEILING LIGHT	10.00	SQ. FT.		
0090	CEILING LIGHT	10.00	SQ. FT.		
0091	CEILING LIGHT	10.00	SQ. FT.		
0092	CEILING LIGHT	10.00	SQ. FT.		
0093	CEILING LIGHT	10.00	SQ. FT.		
0094	CEILING LIGHT	10.00	SQ. FT.		
0095	CEILING LIGHT	10.00	SQ. FT.		
0096	CEILING LIGHT	10.00	SQ. FT.		
0097	CEILING LIGHT	10.00	SQ. FT.		
0098	CEILING LIGHT	10.00	SQ. FT.		
0099	CEILING LIGHT	10.00	SQ. FT.		
0100	CEILING LIGHT	10.00	SQ. FT.		

**2023 RENOVATIONS to
LOWE'S MARKET #7**
304 Mecham Drive
Ruidown, NM 88355

TMar ARCHITECTS, LLC

1000 PACE STREET
SUITE 1
LONDON, ONT. N6C 1A1
PHONE: 519-461-1700

to be a lot of things that are not covered in the book. I think it's a good book to read if you're interested in the history of the book and the book industry. It's a good book to read if you're interested in the history of the book and the book industry.

A102

New Floor Plan

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 4.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 14, 2025

Re: Approval of T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Item Summary:

Approval of T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Financial Impact:

This lease will bring in revenue to Sierra Blanca regional Airport and The Village of Ruidoso.

Item Discussion:

T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

Recommendations:

To Approve T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

ATTACHMENTS:

[NEW LEASE AGREEMENT Barcena.pdf](#)

T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this 20th day of October , 2025 by and between the Village of Ruidoso (hereinafter referred to as "Lessor" and Daniel Barcena, (hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar C-1 hereinafter referred to as the facility, for the aircraft(s) registered as:

N#64GR.

TERM

The term of this lease shall be a month-to-month lease commencing on the first day of each month. Termination notice by the Lessee shall be to the Lessor, no less than 30 days prior to the date of termination.

LEASE PAYMENTS

Lessee hereby agrees to pay Lessor a monthly lease payment for the facility in the amount of \$ 275.00, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease payment shall become effective on the first day of the month following thirty (30) days of the postmarked notice of such an adjustment unless otherwise specified.

UTILITIES

Lessee (☒ accepts does not accept) electric service provided by the Lessor. If electric service is accepted, the Lessor shall pay a system charge of \$25 per month which includes taxes. If the kilowatt usage of the unit exceeds \$25.00 in a month, the Lessor agrees to pay the excess at the actual rate by Otero County Electric Cooperative as bill to Village of Ruidoso.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers its authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability

and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without

process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging them from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging them from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may

leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

JINI TURRI
VILLAGE CLERK

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 5.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 14, 2025

Re: Approval of Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Item Summary:

Approval of Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Financial Impact:

Additional funding for the Airport.

Item Discussion:

Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Recommendations:

To Approve Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

ATTACHMENTS:

[ASSIGNMENT OF LEASE AGREEMENT Pennell to Camilleri-Ryan.docx](#)

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement made this ____ day of _____, 2025 by and between Bobby Pennell, current Lessee ("Assignor"), whose address is 309 W. Gold, Hobbs, New Mexico 88240 and Charles and Tammy Camilleri ("Assignee"), whose address is 4 Lavis Place, Raglan, NSW, 2795, Australia and George Ryan ("Assignee") whose address is Ballynure STN, Einasleigh, QLD, 4871, Australia.

For and in consideration of Assignee's agreement to pay the rentals specified in that certain Lease Agreement entered into on the 12th day of August 2003 by and between the Village of Ruidoso, a New Mexico municipal corporation, and Johnny C. Gray and assigned by Johnny C. Gray to 2013 Kostohryz Family Trust on the 17th day of March 2015 and assigned by Kostohryz Family Trust to Bobby Pennel on the 29th day of May 2020, and any renewals thereof, and other good and valuable consideration negotiated by and between Assignor and Assignee, and Assignee's compliance with all of the covenants, conditions and terms of said Lease Agreement and any renewal thereof, Assignor hereby assigns to Assignee all of Assignor's rights and interest in said Lease Agreement.

Assignor hereby warrants and represents that the Lease Agreement is in good standing, and the Village of Ruidoso hereby consents to the assignment.

Witness our hands and seals this ____ day of _____, 2025.

ASSIGNOR:

Bobby Pennell

ASSIGNEE(S):

Charles and Tammy Camilleri

George Ryan

ASSIGNMENT APPROVED BY:

LESSOR: Village of Ruidoso

Attest:

By:_____
Lynn D. Crawford, Mayor

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 6.

To:

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: October 14, 2025

Re: Approval of Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGR, and Requesting an Extension of 117 days to November 3, 2025.

Item Summary:

Approval of Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGR, and Requesting an Extension of 117 days to November 3, 2025.

Financial Impact:

A Reduction in the Contract Amount by \$1,019,290.88 Including NMGR.

Original Contract Amount - \$1,960,903.85 Including NMGR

Increase From Previously Approved Change Orders - \$2,775,476.15 Including NMGR

Contract Price Prior to This Change Order - \$4,736,380.00 Including NMGR

Decrease of this Change Order - 1,019,290.88 Including NMGR

Contract Price Incorporating This Change Order - \$3,717,089.12 Including NMGR

Item Discussion:

The Contract is modified as follows upon execution of this Change Order:

(Bid Item No. 3)

Material Testing Allowance has been removed, resulting in a contract price decrease of \$5,000.00.

(Bid Item No. 13)

Remove and replace 14-inch gate valves has been removed, resulting in a contract price decrease of \$54,050.00.

(Bid Item No. A3-1)

Interior lead abatement for the Alto Tank has been removed, resulting in a contract price decrease of \$207,160.00.

(Bid Item No. A-1)

Recoat the Alto Tank exterior including lead abatement has been removed, resulting in a contract price decrease of

\$474,431.00.

(Bid Item No. A-3)

Remove and replace wet subgrade for the Alto Tank has been removed, resulting in a contract price decrease of

\$180,000.00.

(Bid Item No. A-4)

Repair (i.e., seal crack) in concrete ring wall for the Alto Tank has been removed, resulting in a contract price

decrease of \$15,000.00.

(Bid Item No. A-6)

Add toe boards and mid-rail to stairs for the Alto Tank has been removed, resulting in a contract price decrease of

\$52,332.00.

(Bid Item No. A-12)

Material Storage for 14-inch gate valves has been included, resulting in a contract price increase of \$26,151.83.

(Bid Item No. A-13)

Cathodic protection for the Alto Tank has been included, resulting in a contract price increase of \$31,362.00.

(Bid Item No. A-14)

Sample tap for the Alto Tank has been included, resulting in a contract price increase of \$7,326.00.

(Bid Item No. A-15)

Back rolling interior coating for the Alto Tank has been included, resulting in a contract price increase of \$61,361.00

(Bid Item No. 22)

Overcoat exterior for the Gavilan Tank has been removed, resulting in a contract price decrease of \$80,380.00.

Recommendations:

To Approve Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by \$1,019,290.88 Including NMGRT, and Requesting an Extension of 117 days to November 3, 2025.

ATTACHMENTS:

[C-941 Change Order No. 4 10.1.2025.pdf](#)

CHANGE ORDER NO. 4

Date of Issuance: 1-Oct-25	Effective Date: 1-Oct-25
Owner: Village of Ruidoso	Owner's Contract No.: N/A
Contractor: D&R Tank Company	Contractor's Project No.: N/A
Engineer: Souder, Miller & Associates	Engineer's Project No.: 6331008
Project: Village of Ruidoso Water Storage Tank Rehabilitation Project	Contract Name: Village of Ruidoso Water Storage Tank Rehabilitation Project

The Contract is modified as follows upon execution of this Change Order:

(Bid Item No. 3)

Material Testing Allowance has been removed, resulting in a contract price decrease of \$5,000.00.

(Bid Item No. 13)

Remove and replace 14-inch gate valves has been removed, resulting in a contract price decrease of \$54,050.00.

(Bid Item No. A3-1)

Interior lead abatement for the Alto Tank has been removed, resulting in a contract price decrease of \$207,160.00.

(Bid Item No. A-1)

Recoat the Alto Tank exterior including lead abatement has been removed, resulting in a contract price decrease of \$474,431.00.

(Bid Item No. A-3)

Remove and replace wet subgrade for the Alto Tank has been removed, resulting in a contract price decrease of \$180,000.00.

(Bid Item No. A-4)

Repair (i.e., seal crack) in concrete ring wall for the Alto Tank has been removed, resulting in a contract price decrease of \$15,000.00.

(Bid Item No. A-6)

Add toe boards and mid-rail to stairs for the Alto Tank has been removed, resulting in a contract price decrease of \$52,332.00.

(Bid Item No. A-12)

Material Storage for 14-inch gate valves has been included, resulting in a contract price increase of \$26,151.83.

(Bid Item No. A-13)

Cathodic protection for the Alto Tank has been included, resulting in a contract price increase of \$31,362.00.

(Bid Item No. A-14)

Sample tap for the Alto Tank has been included, resulting in a contract price increase of \$7,326.00.

(Bid Item No. A-15)

Back rolling interior coating for the Alto Tank has been included, resulting in a contract price increase of \$61,361.00.

(Bid Item No. 22)

Overcoat exterior for the Gavilan Tank has been removed, resulting in a contract price decrease of \$80,380.00.

Attachments: *Unit Price Worksheet, Supplier's Quote*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,812,505.00 (\$1,960,903.85 w/ NMGR)</u>	Original Contract Times: Substantial Completion: <u>December 11th, 2024 (365 days)</u> Ready for Final Payment: <u>January 10th, 2025 (395 days)</u> dates (days)
Increase from previously approved Change Orders: \$ <u>2,565,431.45 (\$2,775,476.15 w/ NMGR)</u>	Increase from previously approved Change Orders: Substantial Completion: <u>210</u> Ready for Final Payment: <u>210</u> days
Contract Price prior to this Change Order: \$ <u>4,377,936.45 (\$4,736,380.00 w/ NMGR)</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 9th, 2025 (575 days)</u> Ready for Final Payment: <u>August 8th, 2025 (605 days)</u> dates (days)
Decrease of this Change Order: \$ <u>942,152.17 (\$1,019,290.88 w/ NMGR)</u>	Increase of this Change Order: Substantial Completion: <u>117 days</u> Ready for Final Payment: <u>117 days</u> days
Contract Price incorporating this Change Order: \$ <u>3,435,784.28 (\$3,717,089.12 w/ NMGR)</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 3rd, 2025 (692 days)</u> Ready for Final Payment: <u>December 3rd, 2025 (722 days)</u> dates (days)

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____ Engineer (if required)	By: _____ Owner (Authorized	By: _____ Contractor (Authorized
Title: _____ Senior Engineer	Title _____	Title _____
Date: _____	Date _____	Date _____

66

1



WATER STORAGE SOLUTIONS

REQUEST FOR CHANGE ORDER

August 28, 2025

Robert Storey
Souder Miller
3500 Sedona Hills Parkway
Las Cruces, NM 88011
O: 575-647-0799, M: 575-449-3214 email: robert.storey@soudermiller.com

Re: Cathodic Protection Proposal ALTO Water Tank- Ruidoso, NM

ALTO 5MG ICCP System

- Furnish and install a complete automatically controlled horizontal impressed current cathodic protection system to protect internal submerged surfaces from corrosion.

Commissioning, Testing, and Reporting

- Commissioning and system testing, a full report documenting performance and recommendations to be submitted.

Price \$ 31,362.00

Additional days 5

Excluded

Tax and Bonds

Electrical Power to run CP.

Annual Maintenance

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM DoI No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A

Native American Owned



WATER STORAGE SOLUTIONS

QUOTE

September 3, 2025

Robert Storey, P.E.
Souder Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
O: 575-647-0799, M: 575-449-3214, robert.storey@soudermiller.com

Re: Ruidoso, NM – Alto Tank Sample Tap and Insulated Enclosure

D&R Tank Co will provide all supervision, labor, material, tools and equipment to shop fabricate, shop paint, field install, and field paint, one Sample Tap with Insulated Enclosure.

Included:

- NM Certified Wage Rates (LI-23-1622-H)
- Submittal / Fabrication Drawings
- Install ¾" sample tap with gate valve and ball valve
- Install Insulated Enclosure
- Interior/Exterior Paint System (touch-up paint of repaired areas)

LUMP SUM PRICE – Sample Tap and Insulated Enclosure

7,326.00

Additional days requested 4
Bond and tax excluded

Respectfully Submitted,

Sabrina Ansley

Sabrina Ansley

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM Dol No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A-1

Native American Owned

INDUSTRIAL INSPECTION GROUP, INC.

COATING INSPECTION AND CONSULTING SERVICES

September 17, 2025

Ms. Sabrina Ansley
D & R Tank
1210 Prosperity Ave SE
Albuquerque, New Mexico 87105

Re: Ruidoso, New Mexico
Alto Crest 5MG Rehabilitation
Interior Coatings

Ms. Ansley,

After reviewing my inspectors reports I recommend that the interior shell be back rolled due to the pitting observed on the shell. The pitting observed is in a similar to that which was observed and remediated by back rolling at the Gavilan Tank that was previously completed. Back rolling the shell will help to completely fill the pits and help to build an additional 10 mils DFT. By doing this it will help ensure the interior of the tank is holiday free as I am not comfortable with only having the standard 20 – 24 mils of Tnemec Series 22/ FC 22 over the 2.5 to 3.5 mils of Tnemec 91H2O, I think it will be not fully cover/encapsulate the pitting present. My inspector onsite believes roughly 75% of the tanks interior would need to be back rolled, he has not located any pits that would require weld repair at this time. This being stated I would encourage D&R Tank to back roll the interior of this tank so that you can provide the Town the best possible product as I feel without the additional Mils provided by back rolling the current coating system will be difficult to achieve a holiday free surface.

Respectfully submitted,



Chad Kauffman
AMPP Senior Certified Coatings Inspector # N - 8458
SSPC PSC # 2020-115-315



WATER STORAGE SOLUTIONS

QUOTATION

September 25, 2025

Edgar Dominguez

Souder Miller

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Edgar.dominguez@soudermiller.com

Re: Ruidoso, NM Alto Water Storage Tank

D&R Tank will repair the interior tank areas as identified by the independent NACE Inspector.

Included

- Paint Repairs of Affected Areas as Noted by Inspector
- Certified Wage Rates
- Independent NACE Inspection
- One Year Warranty, Eleven-month inspection with tank empty and out of service

Excluded

- **Winter Tank Heating for Painting**
- Water for Testing, Hydrostatic Testing, Bacteriological Tests, Soil Testing & Reports
- Temporary Facilities, Licenses, Permits, Bonds and Sales Tax. All items not specifically included are excluded with common exclusions stated above.

*Additional charges will be added if D&R Tank Co. cannot readily access and fabricate the tank with our standard erection and painting equipment. **25' of working room is required around perimeter of tank until completed by D & R Tank Co.** Bid is based on information provided; any changes will be at additional cost. Prior to mobilization D & R Tank Co. will require that foundation is ready, all back fill in place, no open ditches or holes and site access road is clear and must remain clear for equipment and materials access during construction and painting of the tank or back charges for equipment and field crew downtime may be applied.*

LUMP SUM PRICE \$ **61,361.00**

This is a ALL or NONE Quote and is good for 30 days only.

SALES TAX NOT INCLUDED-BONDS AVAILABLE @ 1.5% of CONTRACT

Time Extension required 21 days

Respectfully Submitted,

Jake Hawkins

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM Dol No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A-1

Native American Owned

The terms, pricing, and conditions outlined in this quote are accepted. Please proceed with the order as specified.

_____	_____	_____
Name	Print	Date

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 7.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: October 14, 2025

Re: Approval of Request to Schedule a Public Hearing on November 10, 2025, for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Item Summary:

Public Hearing on November 10, 2025, for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Financial Impact:

*

Item Discussion:

Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Recommendations:

Approval of Request to Schedule a Public Hearing on November 10, 2025, for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

ATTACHMENTS:

[Proposed Ordinance 2025-07.pdf](#)

VILLAGE OF RUIDOSO

(PROPOSED) ORDINANCE 2025-07

AUTOMATED SPEED ENFORCEMENT ORDINANCE

WHEREAS, The Village of Ruidoso finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limits.

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO THAT:

Section 1- Definitions.

For the purposes of the Automated Speed Enforcement Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ASE system fine means the fine assessed for a violation, as set forth in *** or successor provision under this article.

ASE system fine notice means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due.

Camera speed device or *CSD* means the instrument that detects a violation of this article. The definition includes but is not limited to cameras and electronic speed detection equipment reasonably relied upon by law enforcement officers.

Contractor means a person or entity that enters into a contract with the Village of Ruidoso to provide photographic or electronic evidence of a speed violation through a CSD.

Driver means the person operating a motor vehicle at the time of a violation.

Identify means to submit information on the actual driver of a vehicle sufficient to allow the county to locate and notify the driver in lieu of the registered owner, including but not limited to the name and address of the driver.

Nominate or *Nomination* means the use of an affidavit by the registered owner to identify the actual driver of a car as the responsible party for a violation.

Nominee means the person or entity identified by the registered owner as the driver or responsible party.

Nuisance means the act of operating a vehicle in violation of this article.

Office means the Village of Ruidoso.

Owner's affidavit means a written statement signed under oath and submitted to the county or the county's contractor under penalty of perjury by the registered owner of a vehicle, asserting that the registered owner was not driving the vehicle at the time of a violation.

Respondent means an accused violator who has received an ASE system fine notice and requested a hearing.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 2-. Violation.

Any action or conduct constituting a violation under NMSA 1978, Section 66-7-104 (1978) of the New Mexico Motor Vehicle Code, or any other county or state laws pertaining to speeding is a violation. This article does not apply to authorized emergency vehicles responding to an emergency.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 3-. Enforcement.

(a) *Violation recorded by CSD.* The contractor shall provide all evidence of a CSD-recorded violation to the Village of Ruidoso Police Department's office. The office shall review all CSD evidence provided by the contractor.

- (1) If the office determines that a violation has occurred and that a citation is warranted, the office shall cause an ASE fine notice to be delivered to the registered owner.
- (2) The registered owner is strictly and vicariously liable for the violation unless one of the defenses provided by this article applies. If there is more than one registered owner, all registered owners shall be jointly and severally liable for the violation.

(b) *ASE fine notice.*

- (1) *Contents.* The ASE fine notice shall state and contain the name of the registered owner or nominee, the effective date of the ASE fine notice, the type of violation, the date, time, and location of the violation, a picture of the violation, the license plate number of the vehicle, the name and identification of the issuing office official, the amount of the fine, the response due date and the return address. The ASE fine notice shall inform the registered owner or the nominee of the right to request a hearing. The ASE fine notice shall also inform the registered owner or the nominee of the option to complete community service in lieu of payment of the ASE fine.

-
- (2) *Delivery.* The ASE fine notice shall be delivered to the address of the registered owner according to the address registered with the department of motor vehicles, from information obtained from the Municipal Court, from office records, or from any other documentation or records reasonably relied upon by law enforcement officers, or it shall be delivered to the address of the nominee according to the owner's affidavit.
- (c) *Response to an ASE fine notice.* The registered owner shall pay the fine, file an owner's affidavit making a nomination, request a hearing by the response due date as indicated by the ASE fine notice, or request the option of service to the Village in lieu of payment of a fine by the response due date.
- (d) *Nomination.* A registered owner not driving the car at the time of the violation may either accept the responsibility and pay the ASE fine, or identify the driver so an ASE fine notice can be sent to the driver.
- (1) If the registered owner claims that another person was driving the vehicle at the time of the violation, the registered owner shall identify the person who was driving the vehicle in an owner's affidavit. Any registered owner who submits an owner's affidavit does so under penalty of perjury.
- (2) A new ASE fine notice will be delivered to the nominee. If the nominee successfully appeals the allegation that they were the driver, the county may proceed against the registered owner. The registered owner is also responsible for payment of the ASE fine if the Village cannot assert jurisdiction over the nominee, subject to the remaining defenses available in this article.
- (e) *Default.* If the Village does not receive payment of the ASE fine, a nomination, or a request for a hearing by the response due date indicated by the ASE fine notice, the registered owner is in default. If the default is not cured, the county may pursue all remedies or collection of a debt and is entitled to an award of reasonable attorney's fees incurred.
- (f) *Hearing.* If a hearing is timely requested the hearing officer shall hold a hearing. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The office has the burden to prove the violation by a preponderance of the evidence. The respondent has the burden to prove any defenses by a preponderance of the evidence. If the office prevails, the respondent shall pay the fine within 30 consecutive days from the date of the decision. Following a hearing, the respondent may appeal the decision of the hearing officer to the district court within 30 days of the decision and may recover the costs of filing the appeal if successful.
- (g) *Defenses.* At a timely requested hearing, the respondent may present the following defenses:
- (1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report of the theft to avail the owner of this defense.

-
- (2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation.
 - (3) The evidence does not show that a violation was committed involving the subject vehicle.
 - (4) The respondent is the registered owner, but was not driving the vehicle at the time of the violation. To assert this defense, the registered owner shall identify the actual driver and comply with the nomination provisions in subsection (d) of this section.
 - (5) The registered owner did not receive notice because the ASE fine notice was not mailed to the address of record with the department of motor vehicles.

(h) *Penalty.*

- (1) A violation constitutes a civil infraction punishable by a fine of \$100.00 or completion of four hours of community service.
- (2) A violator may elect service to the Village as an alternative to payment of fines. A violator who elects the option of service to the Village in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon county employees, including, without limitation, worker's compensation or the payment of any wages or benefits. The Village is not responsible for damages incurred as a result of such service except as otherwise provided by law. The person seeking to provide community service shall timely request the option of service to the county in lieu of payment of a fine. Services shall be rendered in not less than four hour increments and shall be credited against the fine payable at the rate of \$25.00 per hour. The Village Manager shall establish the procedures for administering this paragraph, including, but not limited to, the nature of services that may be performed, the timeframe in which a respondent must complete their community service, and consequences for failure to complete community service.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 4-. Administration.

- (a) The Village of Ruidoso Police Department shall be responsible for administration of this article. Reasonable rules and regulations may be promulgated by the Village to carry out the intent and purpose of this article.
- (b) The revenue generated through ASE shall be retained and distributed in accordance with the provisions of NMSA 1978, § 4-37-1 (1975) and § 3-18-17(A)(2) (2009).
- (c) The contractor hired to aid in the administration of this program will not be compensated based on the number of citations issued. The contractor shall be compensated by a flat fee.

-
- (d) An independent third-party lab shall perform a calibration test on the CSD instruments used for speed detection at least annually.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

Financial Impact:

None

Item Discussion:

New Hires:

- Joely Trujillo – Wingfield House Education Curator
- Michael Mackewich – Certified Patrol Officer
- Richard Quiroz – Solid Waste Heavy Equipment Operator
- Clint Eidson – Solid Waste Operator/Driver
- Mercedes Espinoza – Library Assistant
- Vera Wheeler – Capital Projects Coordinator
- Logan Carr – Wastewater Treatment Plant Technician
- Colin Bymoen – Non-Certified Patrol Officer
- Raul Tello-Quezada – Street Maintenance Technician

Water Level Completion:

- Kyle Hawk – Water Production Maintenance Technician
 - Earned his Water Supply Level 2 Certification on 9/9/25

Promotions:

- Daniel “Kayle” Frierson – Fire Lieutenant

- Sean Keller – Fire Captain
- Mark Coker – Street Department Manager
- Isabel Martinez – Public Works Administrative Specialist
- Chrysanti Jones – Short-term Rental Administrator

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: Presentation of Retirement Plaque to Adam Sanchez, Public Works Director, for his Service to the Village of Ruidoso from October 2000 through October 2025

Item Summary:

Presentation of Retirement Plaque to Adam Sanchez, Public Works Director, for his Service to the Village of Ruidoso from October 2000 through October 2025

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Adam Sanchez, Public Works Director, for his Service to the Village of Ruidoso from October 2000 through October 2025

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 3.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: Recognition of Award from the New Mexico Municipal League to Ron Sena as Outstanding City Manager Honoring Excellence in Leadership and Services for 2025

Item Summary:

Recognition of Award from the New Mexico Municipal League to Ron Sena as Outstanding City Manager Honoring Excellence in Leadership and Services for 2025

Financial Impact:

None

Item Discussion:

Recognition of Award from the New Mexico Municipal League to Ron Sena as Outstanding City Manager Honoring Excellence in Leadership and Services for 2025

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 4.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: Recognition of Certified Municipal Official (CMO) Designation to Councilor Gary Jackson

Item Summary:

Recognition of Certified Municipal Official (CMO) Designation to Councilor Gary Jackson

Financial Impact:

None

Item Discussion:

Recognition of Certified Municipal Official (CMO) Designation to Councilor Gary Jackson

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 5.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: Presentation of Employees and Department of the Quarter

Item Summary:

Employees of the Quarter 3 (July-September):

Administration: Gina Corliss - Executive Administrative Assistant

Public Safety: Jimmy Hernandez - Patrol Officer

Community Services: Dontrell Sims - Parks Maintenance Technician

Public Works/Infrastructure: Willie Herrera - Water Distribution Supervisor

Department of the Quarter 3 (July-September): Library

Financial Impact:

None

Item Discussion:

Employees of the Quarter 3 (July-September):

Administration: Gina Corliss - Executive Administrative Assistant

Public Safety: Jimmy Hernandez - Patrol Officer

Community Services: Dontrell Sims - Parks Maintenance Technician

Public Works/Infrastructure: Willie Herrera - Water Distribution Supervisor

Department of the Quarter 3 (July-September): Library

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 6.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: October 14, 2025

Re: PROCLAMATION: Retirement of Sadie the Therapy Dog

Item Summary:

PROCLAMATION: Retirement of Sadie the Therapy Dog

Financial Impact:

None

Item Discussion:

PROCLAMATION: Retirement of Sadie the Therapy Dog

Recommendations:

None

ATTACHMENTS:

[Proclamation - Sadie the Therapy Dog.pdf](#)

PROCLAMATION



WHEREAS, Sadie, a beloved standard Golden Doodle, has spent the last seven years bringing joy, comfort, and emotional support to countless individuals in need; and

WHEREAS, Sadie has been an unwavering companion in her work as a therapy dog, touching the hearts of patients at Lincoln County Medical Center, hospice centers, schools, and the VA, where her presence has been a source of healing and solace; and

WHEREAS, Sadie's dedication, compassion, and unwavering commitment to her mission have earned her the admiration and affection of everyone she has encountered, from patients and staff to the community at large; and

WHEREAS, Sadie's owner and trainer, Judy Petersen Ellis, has provided tireless love and care, not only to Sadie but also to other dogs, training and certifying them as therapy dogs through the Alliance of Therapy Dogs; and

WHEREAS, after years of exemplary service, Sadie now faces the need to retire due to age and health concerns, including difficulty with her hips and limited stamina, making it increasingly challenging for her to continue her important work; and

WHEREAS, Sadie's retirement will be celebrated in a special event at the Lincoln County Medical Center, where she has brightened the days of so many, and her legacy will live on through the continued work of Judy and her other therapy dog, Ruby, a mini Golden Doodle who now carries on the tradition of bringing comfort to those in need;

NOW, THEREFORE, let it be proclaimed that Sadie's extraordinary contributions as a therapy dog are to be recognized and celebrated with the deepest gratitude and appreciation, and that we, the community of the Village of Ruidoso, will forever hold Sadie in our hearts as a symbol of compassion, service, and unconditional love.

This proclamation is given in recognition of Sadie's retirement and in honor of her lasting impact on the lives of all those she has touched.

PROCLAIMED this 14th Day of October 2025 in Ruidoso, New Mexico.



Lynn D. Crawford, Mayor



AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 7.

To:

Presenter(s): Susan Lutterman, Councilor

Meeting Date: October 14, 2025

Re: Announcement of Wingfield Heritage House Museum Annual Open House on October 16, 2025

Item Summary:

Announcement of Wingfield Heritage House Museum Annual Open House on October 16, 2025

Financial Impact:

N/A

Item Discussion:

Announcement of Wingfield Heritage House Museum Annual Open House on October 16, 2025

Recommendations:

N/A

AGENDA MEMORANDUM

Village of Ruidoso

BOARD AND COMMISSION APPOINTMENTS - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Appointment of Levi Beaty, Public Works Director, as an Alternate, to the Southeast Regional Transportation Planning Organization (SERTPO).

Item Summary:

Discussion and Possible Action on Appointment of Levi Beaty, Public Works Director, as an Alternate, to the Southeast Regional Transportation Planning Organization (SERTPO).

Financial Impact:

None

Item Discussion:

Appointment of Levi Beaty, Public Works Director, as an Alternate to the Southeast Regional Transportation Planning Organization (SERTPO).

Recommendations:

To Approve Appointment of Levi Beaty, Public Works Director, as an Alternate, to the Southeast Regional Transportation Planning Organization (SERTPO).

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: October 14, 2025

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:

[2025.10.14 Manager's Report.pdf](#)

VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: October 14, 2025

RE: Village Manager's Report

ADMINISTRATION

68th New Mexico Municipal League Annual Conference – was held in Ruidoso NM on September 16 - September 19. Over 500 municipal officials attended the conference, which included subsection meetings for Elected Officials, City Managers, City Clerks, Finance Officers, Municipal Judges, Police Chiefs and Librarians, where each group had speakers and excellent training. The annual business meeting of the NM Municipal League was held on Thursday, September 18th, where the election of Officers and Board Members took place. Also discussed and approved at the annual business meeting with the proposed 2025-26 Annual Resolutions and Statement of Municipal Policy. The policy and annual resolutions identified priorities and legislative issues to be presented at the 2026 Legislative Session by NMML Executive Director and staff. NMML President Crawford addressed the audience at the past president's luncheon and introduced incoming NMML President Greg Hull. Village Manager Ron Sena was the recipient of Outstanding City Manager Honoring Excellence in Leadership and Services for 2025.



Councilor Gary Jackson received recognition of Certified Municipal Official (CMO) Designation.



Several of the Conference Program Highlights Included: Community Project: Two Rivers Park, Golf Outing at The Links Golf Course, Breakout Jam Session: Turning Up the Power of Big Unreasonable Dreams, Partnering for Success: Working Effectively with Consulting Engineers, and Dinner at the Derby at the Ruidoso Jockey Club.



NM CITY MANAGEMENT ASSOCIATION MEETING was held on September 15, 2025, at the Ruidoso Convention Center - The conference began with a dinner which was sponsored by multiple vendors. Program highlights included: ICMA Ethics Training, NMDOT Transportation Regulation Division Overview – Ambulance and Towing Services Compliance, and Land Use Matters – Permitting Process, Best Practices and Legally Defensible Zoning Decisions.

2025 AspenFest – sponsored by the Ruidoso Valley Chamber of Commerce, was held on October 4th. This year's theme was **Storybook Fall**. AspenFest weekend was kicked off with a parade on Saturday through Midtown Ruidoso and followed by a lively post-parade celebration at Wingfield Park featuring food, drinks, live music, and local vendors. "Everybody loves a parade and mixing it with chili, cars, and crafts is a home run. The fall is a time for tradition and friends, and our mountain is the perfect spot."

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project

NMDOT is pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: Village of Ruidoso Roadway Maintenance Project To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping. utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.

The Village of Ruidoso's project application was approved by the State Transportation Commission on August 27, 2025, and will be included in the New Mexico Department of Transportation's FY26 TPF Program. The total estimated cost for your project is \$2,000,000.00 the Department has allocated \$1,900,000.00 in TPF funds, with a local match requirement of \$100,000.00. Grant agreement will be presented to Council and the October 7th Special meeting.

Grant Award 25-J2491-3 ("Project") Five Million Three Hundred Seventy-Four Thousand Five Hundred Dollars and Zero Cents (\$5,374,500.00), for housing projects statewide – Council approved grant agreement at the October 7th Special Council meeting with NM DFA Local Government Division in the amount \$5,374,500. The grant scope of work is for housing projects statewide. The Village will be working closely with a housing developer on developing additional workforce housing projects.

2025 New Mexico Water Trust Board Grant Application Presentations. Village staff attended the 2025 Water Trust Board Grant application presentations on Wednesday October 1st in Santa Fe. The Village provided detailed information on the eleven (11) grant applications submitted for the 2025 grant application cycle. The following projects applied for are listed below:

1. Cole Drive Waterline Replacement
2. Country Club Sewer System Improvements
3. Eagle Sewer Line Relocation
4. Juniper Rd Waterline Replacement
5. Pinecliff Sewer System Improvements
6. Ranier Sewer System Improvements
7. Tank Rehab Phase III
8. Town & Country Sewer System Improvements
9. Town & Country Water System Improvements
10. Upper Canyon Flood Mitigation
11. Upper Canyon Sewer Line Relocation

McDaniels Bridge Temporary Replacement Project: The McDaniels Bridge Temporary Replacement Project has been completed. The project was awarded to Rymarc Construction at the July 24, 2025, Special Council meeting. The temporary bridge replacement project was funded through the NM Department of Finance Emergency grant fund program in an amount of \$350,000. The final work to be conducted at the bridge will be paving of the approaches on each side of the bridge.

Martin Road Bridge Rehabilitation Project: The Martin Road Bridge Rehabilitation Project is slated to begin Mid to end of October. The New Mexico Department of Transportation, District 2 Bridge crew will rehab the bridge by replacing the existing timbers and guardrails. The project has been designed, and materials have been ordered.

Monday with the Mayor Radio Show - Mayor Crawford continues the Radio Show on 1490 AM & 99.1 FM KRUI (The Mountain) on Monday mornings at 8:00 a.m. Mayor Crawford invites Elected Officials, the Village Manager and other Department Directors/Managers or Supervisors, and Special Guests to participate with him as he informs the community of activities, events, projects, and any other additional Village information. Mayor Crawford also reports on the outcome and decisions made in the Council meetings and has had citizens call in with questions or comments. This has been an excellent program promoting the teamwork and leadership of the Governing Body and staff.

New Mexico 2025 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay

Requests: As approved by the Council in the ICIP, the Village submitted a total of Six (6) 2025 Capital Outlay request forms for project funding consideration. The Village had one (1) Capital Outlay Project approved during the Legislative Session.

- Removal of Trees & Water Shed Improvements (\$750,000) Grant Agreement received for final signatures.

U.S. Department of Commerce Invests \$2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a

\$2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. The Villages were awarded a Department of Finance and Administration Matching Grant Award for the EDA Grant, in the amount of \$465,600.00.

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project. -

Task Orders were issued and approved by the Council to Bohannon Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S. Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project - Task Orders were issued and approved by the Council to Stantec, for professional engineering services related to the grant project. The grant funds will be used to design a complete plan set and studies needed for construction bids to construct the plans. This grant design will include the following:

- Lighting
- Landscaping
- Redeveloped Roundabout
- Survey Work
- Drainage Study
- Signage

- Traffic Study to Support a Road Diet
- Proper Grading on the Pavement Will Be Needed to Correct Water Runoff Issues
- Curb & Gutters
- Driveway Aprons
- Sidewalks
- Drop Inlets
- Bump-Outs for Large Gateway Signage

603 Housing Development Project - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units.

603 Mechem-Work in progress

WSCl is waiting on Pillar Engineering to re-evaluate retaining wall designs and to provide the State CID with the permit requirements for the project. NM CID has placed a stoppage on the project due to the engineering not having a permit for the placement of the retaining walls.

Landscaping start-time is to be determined. The project will also require some site work finished before landscaping can start. Perimeter fencing will be installed following landscaping of property. The Village will utilize millings from the Cutler Repaving project to build the project roadways and have contracted with Rymarc to construct the NM-48 / Mechem driveway & entrance reconstruction.

EyeOnWater Software - The Village of Ruidoso has offered water customers access to software called EyeOnWater, which has an incredibly positive impact on our property owners. EyeOnWater is consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit <http://eyeonwater.com/signup> to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (<http://Ruidoso-nm.gov>), or you can call the Village Hall at (575) 258-4343.

Fats, Oils, and Grease (FOG)- Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.

The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.

VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

- Do not dump cooking oil, fat, or grease into the kitchen sink or toilet.
- Do not use hot water and soap to wash grease down the drain because it will cool and harden in your pipes or in the sewer down the line.

- Do place cooked oil and meat fats in a sealed container and discard small quantities in your garbage.
- Do use paper towels to wipe residual grease or oil off of dishes, pots and pans prior to washing them.

With your continued assistance, we can prevent unnecessary service disruptions to residents and businesses.

PROJECT: Water Conservation – Public Awareness

Purpose:

- Combat the negative connotation of the Level 5 Water Restrictions
- Combat the negative connotation of the appearance of the water post-Little Bear Fire
- Encourage locals and visitors alike to engage in water conservation
- Increase awareness regarding the importance of water conservation in
- Ruidoso – especially post-Little Bear Fire
- Provide people with tips/helpful information on easy ways to conserve
- Ruidoso's water supply

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the water restrictions (beginning today and ending when all parties agree it is no longer necessary)
- Design a flyer to send home with RMSD students
- Send "village ambassadors" to all service club meetings within the next month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank
- Installing a shut-off valve

AIRPORT

September 2025 Operations & Fuel Summary:

2024 / 2025 Operations

571 /477 down 16%

2024 / 2025 Jet A Fuel

21,248/ 17,203 Down 19%

2024 / 2025 100LL Fuel

4,498/ 3,249 Down 27%

- There were 8 medical transports for the month of September.
- 9/02 Airport Manager attended a TEAMS meeting with Advanced Air.
- 9/02 Airport Staff attended App. 139 airfield inspection training.

- 9/03 Airport Manager attended Terminal Design Concept Design Final Presentation with Gensler Design Firm.
- 9/04 Airport Manager attended agenda review meeting.
- 9/05 Airport Manager attended Team Michael Meeting.
- 9/05 Airport Manager attended Excel training at ENMU.
- 9/09 Airport Manager attended Council Meeting.
- 9/11 Airport Manager attended directors meeting.
- 9/12 Airport Manager attended Team Michael Meeting.
- 9/12 Airport Manager and Britney attended finance training.
- 9/15 Airport Manager attended an airport hangar lease meeting along with Michael, Jini, and Zach.
- 9/16 – 9/18 Airport Manager attended NMML Conference.
- 9/19 Kinetic/Windstream activated the Fiber connection at the airport.
- 9/25 Airport Manager attended a TEAMS meeting with Advanced Air.
- 9/26 PCI Runway Inspection conducted by Fugro Pavement Testing.
- 9/29 Airport Manager attended a ZOOM meeting along with Michael for a RASE Grant Program Funding discussion.

Daily Fuel Volume Sold						
Receipt Date: 01-Sep-25 to 30-Sep-25						
Merchant Number: 7836						
Receipt Dat	Avgas 10	Jet A Fue	Avg W/S	Max W/S	Operator Day	
1-Sep-25	212.5	516	6.4	14	26 Mo	
2-Sep-25	98.2	479	6.8	15	13 Tu	
3-Sep-25	149.2	584	6.4	15	35 We	
4-Sep-25	110	2226	8.5	21	15 Th	
5-Sep-25	58.8	512	7	16	21 Fr	
6-Sep-25	0	294	5.3	12	7 Sa	
7-Sep-25	159.4	0	5.6	13	16 Su	
8-Sep-25	0	746	6.7	14	10 Mo	
9-Sep-25	35	257	6.1	18	16 Tu	
10-Sep-25	86.2	657	6.7	22	10 We	
11-Sep-25	75	443	8.3	20	26 Th	
12-Sep-25	244.1	704	7.1	18	26 Fr	
13-Sep-25	32	100	4.8	12	5 Sa	
14-Sep-25	394.8	280	6.6	12	22 Su	
15-Sep-25	323.4	495	4.4	12	19 Mo	
16-Sep-25	0	515	4.7	16	12 Tu	
17-Sep-25	56.4	1131	5.5	17	13 We	
18-Sep-25	192.5	350	5	17	14 Th	
19-Sep-25	87.2	260	4.3	14	18 Fr	
20-Sep-25	0	300	7.3	17	7 Sa	
21-Sep-25	56.1	500	9	16	20 Su	
22-Sep-25	200.8	184	6.6	29	13 Mo	
23-Sep-25	198.8	0	7.9	21	8 Tu	
24-Sep-25	0	1145	8.4	20	10 We	
25-Sep-25	80	0	4.8	13	10 Th	
26-Sep-25	11	786	5.4	12	19 Fr	
27-Sep-25	156.9	359	6.2	17	19 Sa	
28-Sep-25	0	570	7.1	25	2 Su	
29-Sep-25	93.5	1753	5.7	15	27 Mo	
30-Sep-25	137.3	1057	5	15	18 Tu	
	3249.1	17203			477	

2025 Fuel					
Month	Jet A	100LL	Cumulative		
January	6866	1176	8042		
February	8622	1338	9960		
March	7010	1033	8043		
April	10684	1314	11,998		
May	13389	1858	15247		
June	22,874	1880	24,754		
July	18,416	1993	20,409		
August	21010	2754	23,774		
September	17203	3249	20,452		
October					
November					
December					
Total	126074	16595	142679		

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed twenty-one (21) requests for public information during September 2025. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Clerk's office is now using Granicus Peak for Council Agenda.
- Clerk and Deputy Clerk participated in the NMML Annual Conference.
- Clerk participated in Deputy Emergency Manager interviews.
- Deputy Clerk participated in final interviews for Forestry Office Manager.

COMMUNITY DEVELOPMENT

Planning Commission:

The regular meeting for September 2, 2025. The following items were heard:

- Variance Case # PV2025-162-Donna McMahon requesting a variance of 8.6 feet into the 20-foot south front-yard setback and 8 feet into the 20-foot west front yard setback to enclose an existing carport located at 110 Heath Drive, Lot 24, of the Enchanted Hills Subdivision. DENIED
- Site Plan and Concept Approval Case #2025-166-Anthony Santi and Todd Oberheu on behalf of the Southwest Health Foundation requesting approval of a Commercial Site Plan for the development of a Helipad to be constructed for use of Medevac Flight Transports to

support the Lincoln County Medical Complex, located at 103 S. Sutton Dr., Tract I of the Palmer Gateway Subdivision. APPROVED

- c) Ordinance 2025-04, an ordinance amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54 Land Use, Article II Zoning, Division 4. Development Standards, Section 54-149 Architectural Design Standards. RECOMMEND APPROVAL BY COUNCIL

The next regular meeting is on October 7, 2025.

Workforce Housing Advisory Board

The next Regular scheduled meeting is Thursday, November 20, 2025.

Re-Addressing Update:

The re-addressing and renaming of roads are on hold for 18 months due to the South Fork, Salt Fire, and flood events. Stephanie will continue reviewing the data within the grids, and we will collaborate closely with the Streets, Water, and Solid Waste departments to identify any anomalies in the field that may not be reflected in the GIS data. Our focus will be on identifying duplicate road names. The identified roads are currently being reviewed to determine which names might be compatible with the areas requiring renaming efforts. The Address Committee will meet to evaluate a proposal of three names. Additionally, we will collaborate with the Public Information Officer (PIO) to develop an online survey to expedite the response process from property owners in the affected areas.

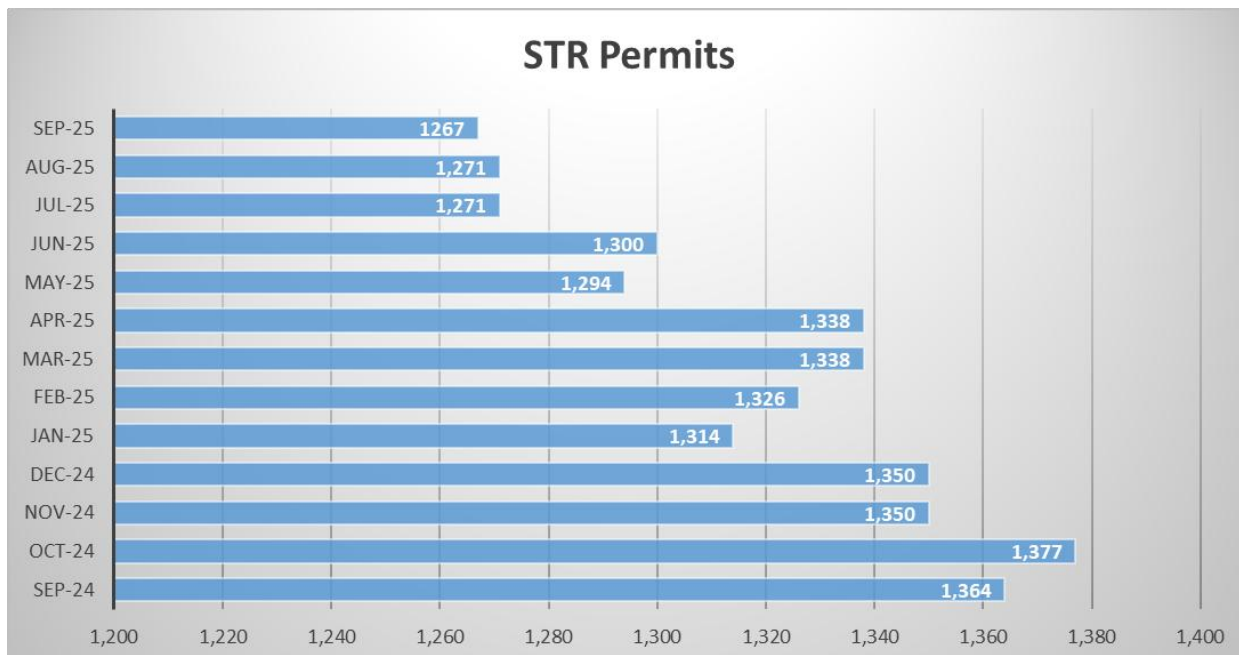
Short Term Rentals

Month Stats

- 1,267 Active STR Properties
- 4,981 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)

Lodgers Tax

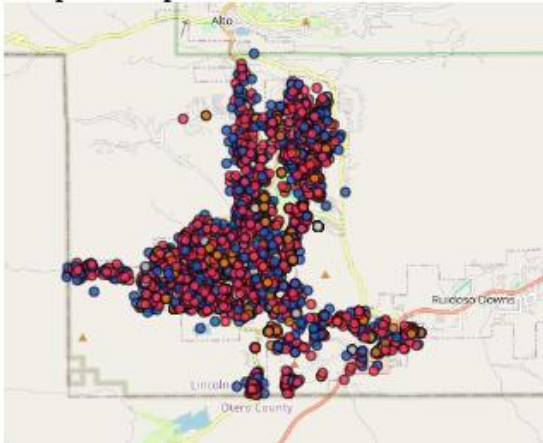
- \$ 119,246.75



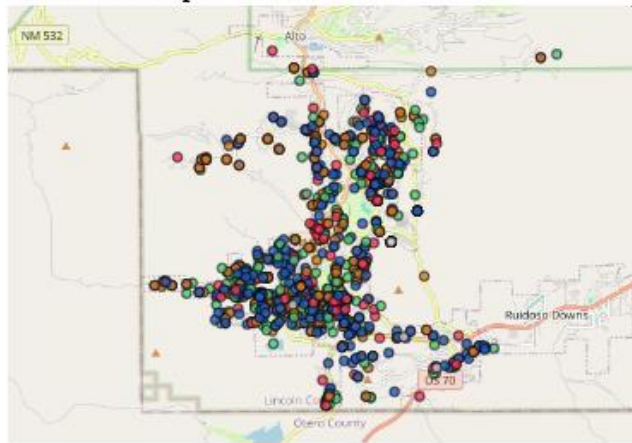
Lodgers Tax Remittance



Compliant Properties



Uncertain Compliance Status



Advised Rental Size



Advised Property Type



Building Inspections and Permit Tallies

PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
20240480	1		101 TOMAHAWK	1							1		TEMP SERV	GDM
20250606	1		520 1ST	1								1	SERVICE - no work performed, not ready	GDM
20250605	1		304 TRAVELAIRE	1							1		SERVICE	GDM
20250532	1		119 MONT BLANC	1							1		TEMP POWER	GDM
20250069e	1		225 SANDIA	1							1		R/ELECTRIC	GDM
20250069	1		225 SANDIA	1	1						1		FRAME	GDM
20250585	1		140 GAVILAN CANYON	1							1		SERVICE	GDM
20250604	1		851 GAVILAN CANYON	1							1		SERVICE	GDM
20250274	1		47 GRENOBLE	1								1	CONSULT/CORR - Canceled	JK
20250059	1		425 BRADY CANYON	1							1		LATHE	JK
20250525	1		177 JUNIPER	1							1		DECK FRM	JK
20240851	1		147 SQUAW VALLEY	1	1						1		BWP	JK
20240744	1		175 DEL MONTE	1	1						1		BWP	JK
198076			604 WHITE MTN. MEADOWS #606	1	1					1	1		STR	BP
217618			214 METZ	1	1					1	1		STR	BP
217630			110 INNSBROOK DR	1	1					1	1		STR	BP
208311			15 GRANOBLE	1	1					1	1		STR	BP
new			121 CORTINA	1	1					1	1		STR	BP
20250423			119 PORR	1	1						1		SLAB	JK
20250471			219 JUNIPER	1	1						1		DECK FINAL FRM B-FIN	JK
20250618			220 LOOKOUT	1	1							1	FOOTINGS-NO PLANS NO PERMIT ON SITE	JK
20250373			224 VENADO	1	1							1	GARAGE-NEEDS ELECTRICAL	JK
20230346			113 PAT THOMPSON	1	1						1		LATHE STILL NEED ENG DOWNSTAIRS	JK
E	1		26116 US HWY 70	1	1							1	SERVICE/R-ELECT NEED FLOOD	GDM
20250211	1		100 N FORK	1	1						1		PHOTO VOLTAC	GDM
20250450	1		118 MUSTANG CT	1	1						1		FTGS	GDM
E	1		118 MUSTANG CT	1	1						1		R/ELECTRIC	GDM
20240475	1		1141 HWY 48	1	1								DO TOMORROW	GDM
E	1		296 SANTIAGO	1	1						1		E/FINAL	GDM
20250460	1		122 BEN HOGAN	1	1						1		PIER FTG INTEGRATED PIERS (26)	JK
20250237	1		111 COPPER CT	1	1								CONSULT FRM	JK
20250618	1		220 LOOKOUT	1	1							1	DECK FTG NOT PAID FOR PERMIT	JK
911992	1		204 SECOND ST	1	1					1	1		STR	BP
E	1		102 CUMMINGS	1	1						1		R/ELECT	GDM
P	1		111 CORNUDAS	1	1				1		1		GAS	GDM
E	1		224 SADDLEBACK	1	1						1		E/FINAL	GDM
20250624	1		136 KRUEZER	1	1						1		SERVICE	GDM
E	1		140 CORVO CHRISMA	1	1						1		E/ROUGH	GDM
20240475	1		1141 HWY 48	1	1							1	FRAME/B-FINAL-XBRACKING COVERED BY SIDING	GDM
20250030	1		247 LAKESHORE	1	1						1		CMU C	JK
20250634	1		177 PASO MONTE LP	1	1						1		FTG	JK
20240796	1		296 SANTIAGO CIR	1	1						1		FINAL	JK

PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
20240852	1	103 CINCH	1	1							1		INS - WC F6	JK
20240852	1	110 BEN HOGAN	1	1								1	SLOPE	JK
208199	1	508 WINGFIELD	1	1						1	1		STR	BP
920350	1	904 CARRIZO CANYON	1	1						1	1		STR	BP
198223	1	142 ROSWELL	1	1						1	1		STR	BP
218106	1	103 UNIVERSITY	1	1						1		1	STR - RESCHEDULE	BP
20250523	1	177 JUNIPER	1	1							1		DECK FINAL	JK
20250379	1	107 HIGH COUNTRY	1	1							1		CMU C	JK
20240773	1	110 BEN HOGAN	1	1							1		SPANS	JK
20240228	1	241 LINCOLN HILLS	1	1							1		LOWER INS. W FL	JK
20250631	1	127 WHIRLAWAY	1	1							1		SERVICE	GDM
P	1	135 EL PASO	1	1		1					1		R/PLUMB	GDM
20250338	1	1096 NM 48	1	1									SLAB/FTGS	GDM
20240336	1	232 SPENCER	1	1									B/FINAL-CO	GDM
20250625	1	128 PINEHURST	1	1									SERVICE	GDM
208245	1	207 COAL DR.	1	1						1	1		STR	BP
218106	1	103 UNVERISTY	1	1						1	1		STR	BP
20250413	1	1135 MAIN	1	1							1		PIERS - 14 PIERS	JK
20250565	1	214 D METZ	1	1								1	FRM - VAPOR BARRIER	JK
20250285	1	107 RANIER	1	1							1		PART FRM BWP PARTIAL	JK
20250119	1	491 FT STANTON	1	1									MIZ BLD ASSESS FRM NEED PME	JK
20250618	1	220 LOOKOUT	1	1								1	FTG CORRECTIONS & PLANS LEFT ON SITE	JK
E	1	2515 SUDDERTH DR	1	1								1	SERVICE, NO PLANS	GDM
E	1	142 FLUTE PLAYER	1	1							1		SERVICE	GDM
P	1	224 SADDLEBACK	1	1		1					1		FINAL - PLUM	GDM
M	1	224 SADDLEBACK	1	1		1					1		FINAL - MECH	GDM
20240346	1	224 SADDLEBACK	1	1								1	FINAL - BLDG	GDM
P	1	315 SANDESTA	1	1							1		P/ROUGH	GDM
198321	1	25972 US HWY 70 #408	1	1						1	1		STR	BP
227976	1	106 HIGH ST	1	1						1	1		STR	BP
227969	1	904 CARRIZO CANYON #134	1	1						1	1		STR	BP
920382	1	503 FIRST ST	1	1						1	1	1	FIRE PIT NEEDS TO BE REMOVED	BP
917256	1	405 SECOND ST	1	1						1	1		STR	BP
920478	1	113 EBARB	1	1						1	1		STR	BP
217463	1	301 E REDWOOD DR.	1	1						1	1		STR	BP
911756	1	203 HEATH	1	1						1	1		STR	BP
208263	1	102 JUNIPER	1	1						1	1		STR	BP
920518	1	262 HEMLOCK CIRCLE	1	1						1	1		STR	BP
227963	1	203 YELLOW PINE RD.	1	1						1	1		STR	BP
920562	1	105 ASPEN CIRCLE	1	1						1	1	1	STR - NOT READY	BP
920564	1	214 METZ DRIVE	1	1						1	1		STR	BP
111184	1	199 GRANITE	1	1						1	1		STR	BP

PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
920450	1		111 PAT THOMPSON		1					1	1		STR	BP
919742	1		939 MAIN RD.		1					1	1		STR	BP
920172	1		110 PAT THOMPSON		1					1		1	FIRE PIT NEEDS TO BE REMOVED	BP
20250308	1		106 WINDSOR		1						1		RE-FINAL - B FINAL	JK
20250099	1		135 ALPINE MEADOWS TRL		1						1		METAL FRM	JK
20250170	1		184 MUSKETBALL		1						1		DECK FTS	JK
20250557	1		121 ANTLER		1							1	FDTN - NOT READY VERT 3" PIER REBAR	JK
20250562			103 MOCKINGBIRD			1					1		PLUMB/FINAL	MC
20250612			121 DUFO ST.			1					1		GAS PRESSURE	MC
P			136 LUPIN LOOP			1					1		PLUMB/FINAL	MC
M			136 LUPIN LOOP			1					1		MECH/FINAL	MC
20250344	1		711 MAIN		1						1		FTG DECK	JK
20250565	1		214 METZ B		1						1		RE-FRM	JK
20250440	1		247 RAVEN RIDGE		1						1		DEMO	JK
20250129	1		102 CUMMINGS DR		1						1		RE-FRM	JK
20240757	1		160 WALTER HAGAN		1						1		LATHE	JK
20250557	1		121 ANTLER		1						1		FTG RE	JK
20250607	1		135 EL PASO		1						1		DEMO FINAL B FINAL	JK
20250513	1		221 HIGH MOUNTAIN CIRCLE		1							1	DECK FINAL 2 BEAMS POSTIVE SUPP LTD X2	JK
20250573	1		305 RAYMOND BUCKNER		1						1		DECK FINAL FRM B FINAL	JK
20250274	1		47 GRENOBLE		1							1	FINAL CONSULT	JK
20250069	1		225 SANDIA		1						1		INS WR FC	JK
20240346	1		224 SADDLEBACK		1							1	FINAL PP 120 DAY CO STAIR WALL RAIL	JK
20250523	1		135 EL PASO		1						1		DEMO FINAL	JK
20250631	1		127 WHIRLAWAY	1									SERVICE	GDM
P	1		135 EL PASO			1							R/PLUMB MENS ROOM ON TO COVER, GREASE TRAP NOT D	GDM
R	1		26116 US HWY 70	1								1	SERVICE NOT HIGH ENOUGH IT IS IN FLOOD	GDM
R	1		26116 US HWY 70	1							1		R/ELECT	GDM
20250611	1		1129 MECHEM	1								1	HOOD NO PLANS	GDM
20250611	1		1129 MECHEM	1								1	R/ELECT NO PLANS	GDM
E	1		26116 US HWY 70	1							1		R/ELECT REINSPECTION	GDM
20250559	1		112 BELLAVIA	1								1	BWP	JK
E	1		26116 US HWY 70	1								1	RESINSPECT SERVICE	GDM
20250548	1		119 WILDFLOWER	1								1	TEMP POWER	GDM
920116	1		202 SANDIA							1	1		PASS WITH PHOTOS	BP
218014	1		106 E PORR DR.							1	1		PASS WITH PHOTOS	BP
920056	1		108 BLUE SPRUCE							1	1		PASS WITH PHOTOS	BP
20250597	1		117 JUNIPER	1							1		ROOF	JK
P	1		147 SQUAW VALLEY			1					1		PROUGH - TOP	GDM
M	1		147 SQUAW VALLEY			1					1		GAS	GDM
20250593	1		102 WOODRIDGE CT	1							1		GENERATOR	GDM
20250588	1		950 US HWY 70			1					1		GAS SERVICE	GDM

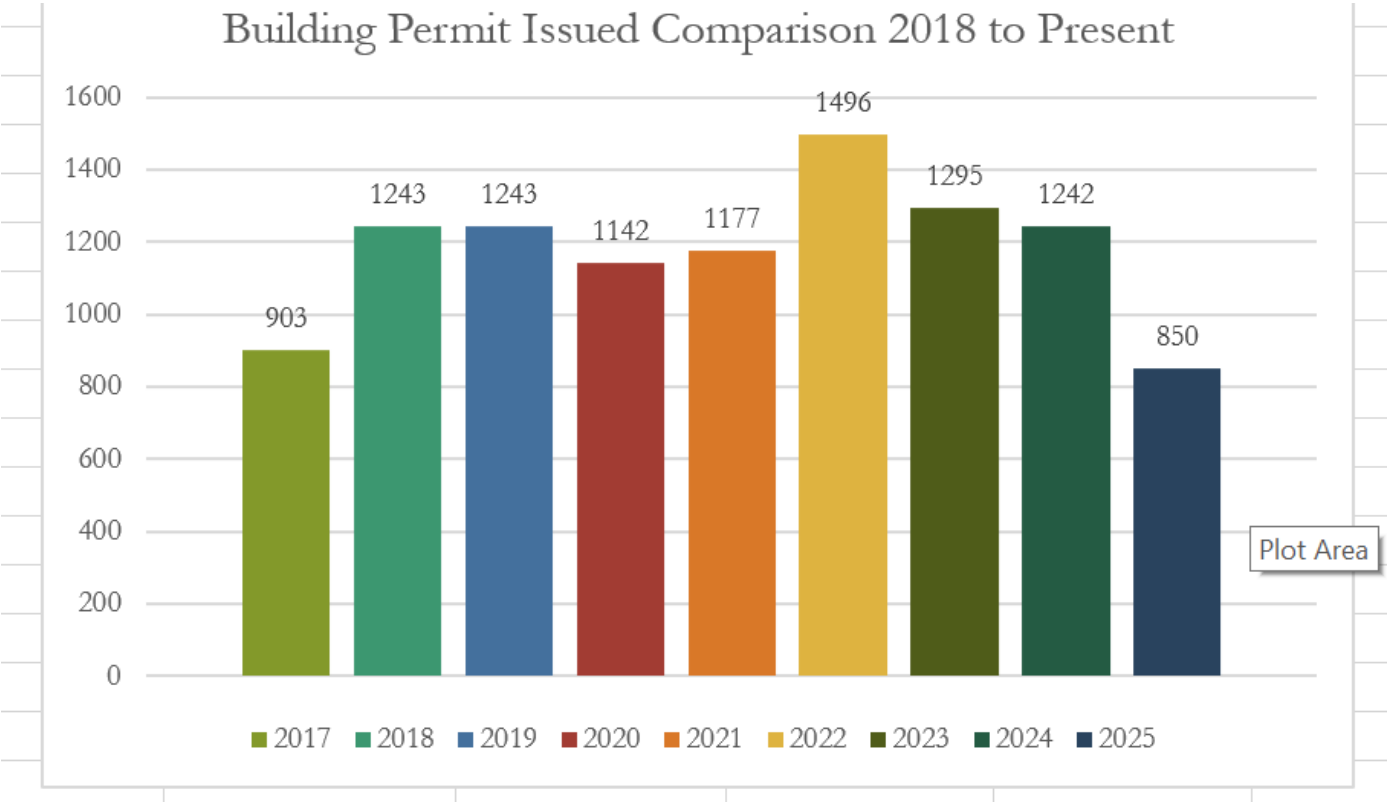
PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
20250136	1		147 SONTERRA	1							1		E/ROUGH	GDM
208198	1		109 HART AVE		1					1	1		STR	BP
906152	1		112 NOGAL PL		1					1	1		STR	BP
208080	1		108 HORTON CIRCLE		1					1	1		STR	BP
920198	1		126 WHIRLAWAY DR		1					1	1		STR	BP
20240628	1		1214 MECHEM	1							1		E/FINAL PASS W/CORRECTIONS	GDM
20240851	1		147 SQUAW VALLEY	1							1		E/ROUGH	GDM
20250642	1		102 N LOOP	1								1	SERVICE BFE REQUIREMENTS NOT MET	GDM
20250619	1		152 FERN	1							1		SERVICE	GDM
20240446	1		136 CUPINE LOOP	1							1		E/FINAL	GDM
912230	1		205 SKYLANE RD							1	1			BP
908472	1		122 MAPLE DR							1		1	NO FIRE ESTINGUISHER OR SMOKE DETECTION	BP
910222	1		141 LOWER TERRACE DR.							1	1			BP
905424	1		110 SARAH LN.							1	1			BP
20250019	1		505 1ST										S PAN	JK
20240674	1		104 ST ANDREWS								1		RTN WALL	JK
20250622	1		110 BLUEBELLE LN.								1		FTG - CEDAR CREEK	JK
E	1		176 DEL NORTE	1							1		E/ROUGH	GDM
217561	1		103 ABBEY PL		1					1	1		STR	BP
208214	1		105 ABBEY PL		1					1	1		STR	BP
218140	1		110 BOGIE LN		1					1	1		STR	BP
208210	1		105 BOGIE LN		1					1	1		STR	BP
920292	1		109 HOBART DR		1					1	1		STR	BP
217444	1		130 WILLIE HORTON DR		1					1	1		STR	BP
217552	1		303 RESORT DR		1					1	1		STR	BP
218142	1		105 HIGH LOOP		1					1	1		STR	BP
208104	1		101 WALKABOUT LOOP		1					1	1		STR	BP
905232	1		110 JACK LITTLE DR		1					1	1		STR	BP
20250489	1		135 MEANDER		1							1	FTG NO PLANS NO PERMIT ON SITE	GDM
20250360	1		371 GAVILAN CANYON		1						1		FRM	JK
20250513	1		221 MOUNTIA HIGH CIRCLE		1						1		RE FINAL BFIN FRM	JK
20250565	1		214 METZ		1						1		FINAL BFIN	JK
20250645	1		119 ALAMO DR.		1						1		FRM DECK	JK
20240744	1		176 DEL MONTE		1						1		LATHE	JK
20240744	1		176 DEL MONTE		1							1	FRM	JK
20240402	1		112 WATER SPIRIT		1						1		S PAN FRONT PASS	JK
20240404	1		114 WATER SPIRIT		1						1		S PAN REAR PASS	JK
911088	1		176 DAVIS		1					1	1		STR	BP
208100	1		604 WHITE MOUNTAIN DR. #607		1					1	1		STR	BP
218125	1		108 NORTH ST. #6		1					1	1		STR	BP
920436	1		216 METZ DR. Unit 209		1					1	1		STR	BP
920138	1		117 BRADY CANYON		1					1	1		STR	BP

PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
918262		1	505 MARY DR		1					1	1		STR	BP
217261		1	100 WACO DR		1					1	1		STR	BP
208209		1	303 RACQUET DR. #35		1					1	1		STR	BP
217560		1	110 MARBLE DR.		1					1		1	STR - HOLES IN DECK BY HOT TUB	BP
20240782		1	607 EXCALIBUR		1						1		SLAB GAR	JK
20230457	1		301 COUNTRY CLUB		1							1	CONCRETE SL - DAVE - TOM	JK
20250489		1	135 MEANDER		1						1		FTG	JK
20250149		1	107 ALTO MESA		1						1		REBAR RTN WALL	JK
20240460CAS		1	168 WALTER HAGAN		1						1		FRM SL FNS S2	JK
20240744		1	176 DEL MONTE		1						1		FRM POS SUPPORT LDT OK TO INS	JK
20250653		1	125 SADDLEBACK		1						1		FTG SLAB INSALATIN SLAB FOOTING/GARAGE	JK
20230226		1	209 SPENCER		1						1		FP CLEARANCE 1.50 PER MANU	JK
198213		1			1						1		STR	BP
198268		1			1						1		STR	BP
903920		1			1						1		STR	BP
208122		1			1						1		STR	BP
920268		1			1						1		STR	BP
218121		1			1						1		STR	BP
20240869		1	147 BLUE SPRUCE		1						1		SERVICE	GDM
20250673		1	180 ELK RUN		1						1		SERVICE	GDM
20250617		1	111 SUNNY CLOPE		1						1		SERVICE	GDM
20250618		1	220 LOOKOUT		1							1	FTG DEPTA PLATE	JK
20240663		1	241 LAKESHORE		1						1		LATHE	JK
20250056		1	147 SONTERRA		1						1		FRM	JK
20250651		1	108 COGGINS		1								CONSULT - NEEDS CTY APPROVAL, PLAN REFLECT CHAN	JK
20230457		1	301 COUNTY CLUB		1								CONSULT - DECK & DECK COVER WITH GDM.	JK
909564		1	131 WHIRL AWAY							1	1		STR	BP
9077414		1	117 APACHE HILLS DR.							1		1	RED TAG FOR NEW PORCH W/OUT A PERMIT	BP
20250674		1	125 GUNPOWDER						1		1		WELL SERVICE	GDM
20240601E		1	142 FLUTE PLAYER		1						1		E/FINAL	GDM
20240601P		1	142 FLUTE PLAYER			1					1		P/FINAL	GDM
20240500		1	135 WALTER HAGAN		1						1		SERVICE	GDM
20250468		1	220 JUNCTION RD		1						1		RE ROOF	JK
20240446		1	136 LUPIN LOOP		1						1		FINAL TEMP GAR DOR FORRESTRY DRIVE	JK
20250645		1	119 ALAMO DR.		1						1		FINAL	JK
20250265		1	204 SUNDANCE		1							1	SLAB CONT REBAR	JK
208113		1	105 LARCH DR		1					1	1		STR	BP
919596		1	904 CARRIZO CANYON #107		1					1	1		STR	BP
915142		1	289 CROWN DR		1					1	1		STR	BP
20250500		1	109 KENZA		1						1		FRM	JK
20230599		1	2515 SUDDERTH DR		1								CONSULT STAIRS CALL 36" W/42 HMR	JK
20250129		1	102 CUMMINGS		1						1		INS W R	JK

PERMIT #	C	R	ADDRESS	E	B	P	M	S	R	STR	S	L	COMMENTS/INSPECTION TYPE	E
20240769		1	1276 HIGH MESA		1						1		FRM	JK
920024		1	604 WHITE MOUNTAIN DR #803		1					1	1		STR	BP
20250283		1	106 GRANT		1						1		RE ROOF	JK
20250648		1	103 SHADOW LN		1						1		SERVICE REINSP	GDM
20250611	1		1129 MECHEM		1							1	R/ELECT BONDING & FASTNERS MISSING	GDM
20250497		1	98 BRADLEY		1						1		ROOF FINAL	JK
20220769		1	229 SUNDANCE		1						1		SLAB	JK
20250551		1	107 CROWN RIDGE		1							1	FINAL FRM	JK
20250646		1	104 COGGINS CT		1						1		FRM	JK
20230346		1	113 PAT THOMPSON		1							1	FDTN PLAN REV	JK
20250460		1	122 BEN HOGAN		1						1		BCMU	JK
902780		1	105 CORTINA		1					1	1		STR	BP
903994		1	107 NABORS LN		1					1	1		STR	BP
918312		1	507 THIRD ST.		1					1	1		STR	BP
20250657		1	108 SUNLIT CT		1						1		TEMP	GDM
20250373		1	224 VENADO		1							1	FRAME NEED ELECTRIC PERMIT LEFT CN	GDM
20240757M		1	160 WALTER HAGAN				1				1		R/MECH	GDM
20240595	1		125 HWY 220		1						1		E/FINAL	GDM
20240281E		1	1002 HIGH MESA		1							1	E/FINAL	GDM
20250600		1	218 MEDFRON		1						1		GENERATOR	GDM
TOTALS	17	199		58	142	7	6	0	2	68	180	39		

LEGEND:

FTG = FOOTINGS
S/PAN = SHOWER PANS
CMU = CONCRETE MASONRY UNIT
C/O = CERTIFICATE OF OCCUPANCY
BWP = BRACE WALL PANEL
MHD PLACEMENT = MANUFACTURED HOUSING DEPARTMENT PLACEMENT
STR = SHORT-TERM RENTAL



Number of Permits Issed 2024 vs 2025		
MONTH	2024	2025
January	80	89
February	112	74
March	98	116
April	109	113
May	100	124
June	76	110
July	117	117
August	93	107
September	183	99
October	103	
November	99	
December	72	
TOTAL	1242	949

Business Registrations Issued:

NEW BUSINESS REGISTRATION SEPTEMBER 2025			
BUSINESS #	NAME	LOCATION	BUSINESS TYPE
BR2025-282	DREAMCRAFT LUXURY HOMES	OUT OF TOWN	GENERAL CONTRACTORS
BR2025-283	ELEVATE DANCE STUDIO	2814 SUDDERTH DR.	DANCE SCHOOL - RELOCATED
BR2025-285	THE BBQ SHACK	2415 SUDDERTH DR. #6	BBQ RESTAURANT
BR2025-286	CIRCA '85	390 SUDDERTH DR.	RESTAURANT
BR2025-287	DEFEND YOUR END	HOME OCCUPATION	RETAIL SELF DEFENSE EQUIPMENT -VENDOR
BR2025-288	COYOTE MOON	HOME OCCUPATION	PET SITTING & RETAIL
BR2025-289	HIGH ALTITUDE DEVELOPERS, LLC	OUT OF TOWN	GENERAL CONTRACTORS
BR2025-291	RAMIREZ CLEANING	OUT OF TOWN	CLEANING SERVICES
BR2025-292	2 VET'S CONSTRUCTION LLC	OUT OF TOWN	GENERAL & ELECTRICAL CONTRACTOR
BR2025-293	O'DELL ENTERPRISES, LLC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-294	COCO'S CONFECTIONS AND MORE	2629 SUDDERTH DR.	CONFECTIONS & SNACKS
BR2025-295	RAPID RESPONSE MONITORING SERVICE	OUT OF TOWN LOCATION	ALARM MONITORING
BR2025-297	MASTER OF THE FADE	2500 SUDDERTH #7	BARBER SHOP SERVICES
BR2025-300	BLACK LABEL STUDIO #2	26116 US HWY 70	SALON/BARBER SHOP
BR2025-301	HARDER CUSTOM BUILDERS, LTD	OUT OF TOWN LOCATION	GENERAL CONTRACTORS
BR2025-302	MOLCAJETES, LLC DBA MOLCAJETES RUIDOSO	2703 SUDDERTH DR.	MEXICAN RESTAURANT

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Sept. 5, 2025	NMSP Training	35
Sept. 6-7, 2025	Low Class Car Show	600
Sept. 12, 2025	RHS Class of 1965 Reunion	48
Sept. 15-18, 2025	NMML Annual Conference	570

Sept. 23, 2025	VOR-Safety Training	10
Sept. 23, 2025	VOR-Watershed Meeting	58
Sept. 25-28, 2025	NM Fire Service Conference	250

UPCOMING

- | | |
|---------------------------------------|--------------|
| 1. NM Rural Electric | Oct. 2 & 3 |
| 2. NMSODAR | Oct. 2 & 3 |
| 3. Jessyca Quinceanera | Oct. 3 & 4 |
| 4. Southwest Turfgrass | Oct. 6-8 |
| 5. VOR-Investigation Claims Training | Oct. 9 |
| 6. Southwest Detentions & Corrections | Oct. 14-17 |
| 7. Comic Con | Oct. 17-19 |
| 8. Clerks Institute & Academy | Oct. 20-24 |
| 9. Garcia Wedding/Reception | Oct. 24 |
| 10. Jehovah's Witness Assembly | Oct. 25 & 26 |
| 11. Rotary Enchilada Dinner | Oct. 28 |
| 12. Election School | Oct. 30 |
| 13. Trunk or Treat | Oct. 31 |

EVENTS & STRATEGIC PARTNERESHIPS

I attended the XTERRA World Championships in Molveno, Italy, where I had the honor of accepting the XTERRA World Cup Trophy on behalf of the Village of Ruidoso, NM.





I also hosted the movie premiere of Exit Protocol, which had an excellent turnout and featured lead actor Scott Martin and producer Daniel Cummings in attendance.

In addition, I was part of the team that produced the New Mexico Municipal League Conference, which featured outstanding entertainment from Fungi Mungal, the Flying J Wranglers, and country star Clay Hollis.

FINANCE

Finance Department:

- Council monthly reports for September (Period 03 FY 2026) will be available by mid-October.

August 2025 Benchmarks:

GRT Revenue up 28.72% from PY (\$904,760 increase).

Gasoline Tax Revenue up 13.45% from PY (\$2,413 increase)

Lodgers' Tax Revenue up 61.38% from PY (\$150,996 increase)

Monthly Council reports are available on the Village website.

- There were three (3) project worksheets (PW) approved for the McBride Fire for a total of \$423,169.54 in funding. Received \$376,350.90 in Federal Funds and total outstanding \$46,818.64 (State). Waiting for instructions on how to move forward to receive other funding.
- The Village is currently working with NM DHSEM to reconcile expenditures associated with the FEMA PW155 Sewer Line Project. We have reconciled all expenditures through 12/31/24. Total project expenditures equal \$31,031,154.66 (Fed \$23,373,366, State \$5,585,607.84, and VOR \$2,172,180.82). Outstanding funds due from the State \$2,572,214.32. The balance on PW 155 totals \$2,428,773.35 can be used on other projects associated with the sewer line. Village staff is meeting with NMDHSEM to identify potential qualifying projects.
- The Village is also working with NM DHSEM to reconcile expenditures incurred with the design of the six (6) FEMA bridges. Once reconciled, hopefully the state and federal portions of expenditures incurred will be released from the State as a part of the pay as you go process. Total expenditures incurred through 12/31/24 equal \$2,049,199.54.
- Trial balance showing EOY account balances was submitted to the Auditors. Reconciliation of ending balances has begun. Audit is due to the State Auditor by December 15th.
- Staff have begun reviewing the budget for the first budget adjustment for FY 2026. Adjustment will be presented to the IFC and Council in October 2025.

- The Village received \$3,100,000.01 on 10/01/25 for Emergency Protective Measures for 4886DR-NM (Monsoon 2025).
- Outstanding legislative appropriations and grants:
 - Recreation (23-H3061) \$363,140.97
 - Veteran's Conference Center (24-I2993) \$450,000.00
 - Watershed Thinning (24-I2997) \$500,000.00
 - Flood Damaged Roads, Bridges, Infrastructure (A23H2521) \$802,024.33
 - Lift Station Infrastructure (24-I2489-3) \$2,052,683.47
 - Sewer Line at Racetrack (24-I2489-2) \$1,066,549.30
 - Emergency McDaniel Bridge (25-J2492-2) \$350,000.00
 - Emergency RWWTP (25-J2492-1) \$1,500,000.00
 - Emergency Upper Canyon (25-J2492-3) \$932,000.00
 - Thinning (25-J3023) \$750,000.00
 - Surrender Box (22-G2444-17) \$10,000.00
- Waiting on reimbursement for the following:
 - Lift Station Infrastructure (24-I2489-3) \$25,320.85

Utility Billing

- Customer Service Manager has taken over the Utility Supervisor duties and is attempting to get all the billing and adjustments caught up.
- Customer Service Manager and UB Clerk II had PACE training time with Tyler/Incode and have found some short cuts to help with our processes. Two (2) more time slots are scheduled for October for additional training and questions.
- Customer Service Manager and the UB Clerk II will be receiving training on the lien process with the Village Clerk.
- Department Statistics:
 - SEPTEMBER 2025**
 - Lien Letters Sent Out: 0
 - Lien Request Sent to Village Clerk: 0
 - Payment Arrangements Process: 7
 - Leaks: 35
 - Work Orders: 255
 - Shut-Offs: 63 due to flooding in July

IT

Fiber to Homes

- Windstream project is completed! Ribbon cutting at Wingfield Park was held on Sept 25th.
- Crews are working on cleaning up items throughout the area. Please notify Robin or Andrew if you know of anything that needs to be addressed.
- Sierra Blanca Regional Airport – fiber installed on September 19th. This was the only Village department that did not have fiber. This makes all fiber projects with Windstream complete!!
- Scheduled Server Relocation-
- The Village server was relocated on Sept 5-6th, 2025. All systems are back up and running smoothly. Thanks to Parks & Rec for their help moving the equipment.

- Expiration of support of Windows 10 IT has a list of all computers that can be upgraded from Windows 10 software to Windows 11. Several departments have placed orders to upgrade computers if possible - list is almost complete.
- Phone System - Windstream - has completed the process of upgrading the phone system and installing new phones throughout the village. Departments are working with Andrew on any changes to programming that need to be done. Working on schedule for training.
- Phone Redundancy Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.
- Long Term Capital Replacement Calendar Identify all major IT equipment and replacement schedule with funding. No change or progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	6.60	165	24.14	603.56
Library	2.08	52	7.58	189.56
Village Hall	3.8	95	11.33	283.28
Horton EOC	2.48	62	27.52	688.07

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
Horton Complex Phase 2	White Sands Construction	Finalizing/Closeout of Phase II.
603 Mechem Housing	<u>Homespot</u>	Stalled due to flooding events.
Lift Station Rehabilitations	James, Cooke, & Hobson, Inc	Stalled due to flooding events.
Tank Restoration Phase I	D&R Tank Company	Working towards completion.
Upper Canyon Surface Diversion	Spartan	Work resuming after flooding events.
Convention Center Repairs	<u>Rymarc Construction</u>	Stucco repairs are nearing completion.
Monsoon 2025 Recovery	Various	Upper Canyon re-opened after repairs. McDaniel Bridge Temporary Bridge Repairs have started.

Project Progress Highlight: McDaniel Bridge – Monsoon 2025 Recovery



Contractor: Rymarc

Project Budget: \$350,000.00

Project Cost to Date: \$0.00

Funding: DFA Emergency Grant (25-J2490-2)

Procurement Activities:

Purchase Order Summary Report

September 2025: 319 Count

August Value: \$4,201,678.39

FY26 Issued YTD: 1,426 Count

Total Value: \$38,560,404.41

ITB #2026-003B Enclosing Carport with Glass Garage Doors and Adding Heat at Fire Station 1

Advertisement for ITB #2026-003B will start 8/28/2025. Pre-Bid will be held on 9/10/25 at 10:00 am. Bids will be due on 10/10/2025. Award and Contract are anticipated to be on the 10/28/2025 Special Council Agenda.

RFP #2026-001P On Call Professional and General Engineering Services

Advertisement for RFP#2026-001P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/14/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

RFP #2026-002P On Call Professional Engineering Services Water and Sewer Improvements

Advertisement for RFP#2026-002P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/15/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

RFP #2026-003P Professional Engineering Services for Watershed Projects

Advertisement for RFP#2026-003P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/17/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

FIRE

We remain in Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 80



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

1. Charcoal briquets and outdoor burning stoves are prohibited on all public and private property.
2. UL/fm-approved gas and pellet cooking devices are permitted but must be attended at all times.
3. Smoking outdoors is prohibited on public and private property, except inside an enclosed vehicle or building, unless in areas specifically approved by the fire marshal.
4. Fireworks are strictly prohibited by state law.
5. Campfires are prohibited on all public and private property.
6. Operating a chainsaw or other equipment powered by an internal combustion engine is permitted only if equipped with a properly installed, maintained, and functional spark arrestor. Local fire stations are available for inspections if needed.
7. Welding or using acetylene or other open-flame torches as part of a profession (e.g., hot tar roofing, driveway sealing) is allowed with a valid permit issued by the fire marshal. **ALL PERMITS ARE SUSPENDED ON HIGH WIND, FIRE WATCH, OR RED FLAG DAYS.**
8. All issued fire pit permits are temporarily suspended until extreme drought conditions subside. Permit holders will be notified via email when restrictions are lifted, and fire conditions return to level I. Permits will remain valid until their original expiration dates.

**CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON ANY CHANGES
THANK YOU FOR YOUR COOPERATION**

**IF YOU HEAR THE OUTDOOR WARNING SIRENS:
TUNE INTO 1490AM OR VISIT WWW.RUIDOSO-NM.GOV/EMERGENCY-INFO
IMMEDIATELY FOR FURTHER INSTRUCTIONS**

**Cade Hall, Fire Chief
Ruidoso Fire Department**

- There were 173 calls ran from Aug 1, 2025 - Aug 31, 2025. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through

NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.

- Sep. 1st Labor Day Weather Monitored. Coverage for Ruidoso Downs due to no trained personnel in their district.
- Sep. 2nd Zia Natural Gas Pipeline Class.
- Sep. 3rd EOC ops briefing for severe Flooding Day. Interviews for Deputy EM. Meet with Ruidoso High School for outside fire permits. Special Council Meeting.
- Sep. 4th Capitol Projects meeting regarding Siren Project. Agenda review, ball drop meeting.
- Sep. 5th EOC weather coordination call due to Extreme flooding.
- Sep. 6th EOC weather coordination call due to Extreme flooding.
- Sep. 7th Captain Sidwell's retirement party Wingfield Park.
- Sep. 8th Last day of Coverage for Ruidoso Downs due to no trained personnel in their district.
- Sep. 9th Council Meeting.
- Sep. 10th EOC Quarter 4 meeting Readiness. RFP to enclose the carport at Station 1. ESO meeting incorporating new accountability system.
- Sep. 11th Directors Meeting. Meeting with Mark Younger for drawings for Station 3 & 4 remodels. Meeting with Becca Ferguson scheduling fire prevention with the schools in Oct. Patriot Day Lunch at Lagrone Funeral Home.
- Sep. 12th Department photos. Cap. And Lieutenant promotions. Ball drop.
- Sep. 13th EOC weather coordination call due to Extreme flooding.
- Sep. 14th EOC weather coordination call due to Extreme flooding.
- Sep. 15th Prebuilding meeting for the 2 Type 6 BFX trucks. Camerons exit interview.
- Sep. 16th New Mexico Municipal League Annual Conference Starts.
- Sep. 17th EOC weather coordination call due to Extreme flooding.
- Sep. 18th Mandatory P-card training. Wildland meeting. Officers meeting.
- Sep. 19th Deputy EM interviews. Run to Ruidoso C-10 car show. Motor Mountain Weekend.
- Sep. 20th Pawsitively Pawtastic @ ENMU animal safety considerations.
- Sep. 21st EOC weather coordination call due to Extreme flooding.
- Sep. 22nd Fire department payroll training.
- Sep. 23rd ISO meeting with all cooperators Dropped us to a ISO 3 from a 2 due to lack of personnel and ladder truck.
- Sep. 24th Sierra Blanca Wildfire Training Academy planning meeting. Deputy EM interviews.
- Sep. 26th Interview with U of A student regarding wildfire recovery.
- Sep. 27th EOC weather coordination call due to Extreme flooding. Octoberfest.
- Sep. 28th EOC weather coordination call due to Extreme flooding.
- Sep. 30th Meeting with Steve Juen regarding new ladder trucks and building expansions.

FORESTRY

Name: Forestry

Fiscal year

This Period

Forestry Current Activities Report

25/26

9/1-9/30 2025

Item:

Hazard Tree Removal:

private property

115

69

village property

21

15

Public Service Visits, Insects/Disease/Misc

34

13

Permits issued for Tree Removal (20" plus)

8

2

Private Property Compliance:

initial Inspection and Fire Hazard Rating

300

89

final inspection for Certification

286

118

acres completed

121.96

59.01

New Construction :

initial Inspection and Fire Hazard Rating

6

2

final Inspection and Approval

2

1

New Construction Permitting Fees :

forestry

\$600

\$200

solid waste

\$900.00

\$0.00

Village property Treated:

Contracted 3 projects on Village Property

Continued Training for Certifications for new Techs

Continued laying out projects on Village Property.

Interviewed 9 candidates for the Admin Position

HUMAN RESOURCES

HR News

- The HR Manager and HR Generalist have been working on a Village wide incentive plan that will benefit employees and incentivize them for earning professional level certifications that will be a benefit to the organization. We have also prepared a resolution to update the Vacation Leave policy. Both items will be taken to Council for consideration in the October Council meeting.
- HR and other Departments will be attending the ENMU-Ruidoso Job Fair on October 23, 2025.
- New Hires to be recognized in the October meeting are as follows:
 - Joely Trujillo – Wingfield House Education Curator
 - Michael Mackewich – Certified Patrol Officer
 - Richard Quiroz – Solid Waste Heavy Equipment Operator
 - Clint Eidson – Solid Waste Operator/Driver
 - Mercedes Espinoza – Library Assistant
 - Vera Wheeler – Capital Projects Coordinator
 - Logan Carr – Wastewater Treatment Plant Technician
 - Colin Bymoen – Non-certified Patrol Officer
 - Raul Tello-Quezada – Street Maintenance Technician
- Employees who have been promoted are as follows:
 - Daniel “Kayle” Frierson – Fire Lieutenant
 - Sean Keller – Fire Captain
 - Mark Coker – Street Manager
 - Isabel Martinez – Public Works Administrative Specialist
 - Chrysanti Jones – Short-term Rental Administrator
- October Retirement:
 - Adam Sanchez

Employee Committee News

- The committee has been busy planning Halloween events and the Annual Employee Christmas party.
- We are accepting nominations for Employee and Department of the Quarter for Quarter 3 and will be voting on those nominations on October 8, 2025, to recognize the winners at the October Council Meeting.

Safety News and Upcoming Safety Training

- Safety Orientation held for employees on 09/15/2025
- Defensive Driving (DDC) and Accident Investigation classes were held on 09/15/2025 with 9 employees
- Excavation and Trenching Safety class was held by NMML on 09/15/2025 with 11 employees
- Held Monthly safety Meeting with Safety Liaisons 09/17/2025
- Attended Webinar on 09/18/2025 regarding Innovative Solutions for Road Safety
- Conducted a Bloodborne Pathogens class on 09/24/2025 for 6 employees
- Safety Inspections and walkthroughs were conducted for:
 - Water Production 09/03/2025
 - Library 09/03/2025
 - Treatment Plant 09/04/2025
 - Village Hall 09/04/2025
 - Street Department 09/08/2025
 - Horton Complex 09/08/2025
 - Police Department 09/08/2025

- Water Distribution 09/09/2025
- Solid waste 09/09/2025
- Airport 09/10/2025
- Museum 09/10/2025
- Community Center 09/10/2025
- Convention Center 09/23/2025

LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the Friends of the Ruidoso Public Library Board meeting on September 2nd at 4 pm. Their next meeting will be November 4th at 4 pm in the Library Conference Room.
- The Library Manager attended the Ruidoso Public Library Advisory Board meeting on September 3rd at 12 pm. Their next meeting will be November 5th at 12 pm in the Library Conference Room.
- The Library Manager attended the September Village Council Meeting.
- The Library Manager attended the September Director/Manager meeting.
- The Library Manager attended weekly Team Huddles in the Executive Conference Room.
- The Library Manager attended the NM Municipal League Conference on the week of September 15th. The Municipal Librarian's Association met on Sept 17th, and I was voted in as Secretary.
- The Library hired a new Library Assistant she started on September 22nd, and her name is Mercedes Espinoza.
- The Library Manager completed the Public Library Association Needs Assessment Survey.
- The Library Manager is working on logging the Ted Bonnell Donation.
- The Library Manager attended EOC Weather Briefings.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- The Youth Services Librarian began her class at Pueblo Community College in August. She will take 3 library science classes. After classes are passed and completed she will be able to apply for her NM Class I Library Certification in June of 2026.
- The Library Staff will be working on their Infopeople Training Courses beginning in September and ending in November.

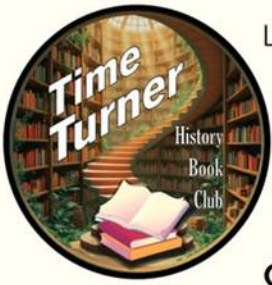
Outreach Services:

- The Library Manager attended a branding meeting with the Agency on September 9th, and we have decided on a wrap for the Library Outreach Van.
- The Library Staff have been planning outreach for the AspenFest on Oct 4th, the Ft. Stanton Trick or Treat Trail on October 25th, and Ruidoso Valley Greeters Christmas Jubilee on November 14th through 16th.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, September 2nd from 9 am to 12 pm. Their next monthly visit will be October 4th.

- DAR had a display for Constitution Month in our display case in the Foyer.
- We had Kai Brown's Doodle Dogs Artwork display on the wall above the computers.
- On September 11th Cactus Sol performed on the stage behind the Library. We had approximately 60 attendees.
- On September 12th the Friends of the Wingfield Heritage House Museum met in the Conference Room.
- Nicole with HUB will be here to meet with Village employees about Health Insurance on October 15th from 9 am to 12 pm in the Conference Room.
- The Library has partnered with the Museum Manager for a History Book Club called Time Turners. They will meet on the second Thursday of each month at 12:30 pm in the Library Conference Room. The next meeting will be on October the 9th. The book is *The Swerve* by Stephen Greenblatt.



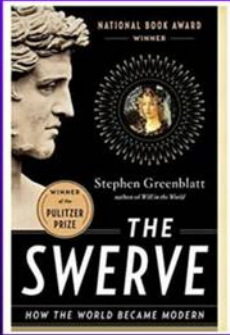
Love to read about history?
Join the Time Turner
History Book Club!

» ————— «

**The next meeting
will be held
October 9th at 12:30 pm
in the Library Conference Rm.
With light refreshments**

» ————— «

Visit ruidosolibrary.org
for more details



October's book is
"The Swerve:
How the World Became Modern"
By Stephen Greenblatt

★ A limited number of books ★
are available for
check out at the library!



September Display: National Yoga Awareness Month



September Display: Library Card Sign Up Month



Mayor Crawford signed the Proclamation Declaring September “Library Card Sign Up Month in Ruidoso”



Back row: Mayor Crawford, Denise Staab, Lori Whitworth, Judy Monroe, JoNell Ingram, Carly Hamilton, Susan Lutterman, Ben Girven, Leroy Smith.

Front row: Marisa Olvera, Danielle Cadena, Amanda Castillo, Sophia Henry and Pam Skinner with Buttercup.

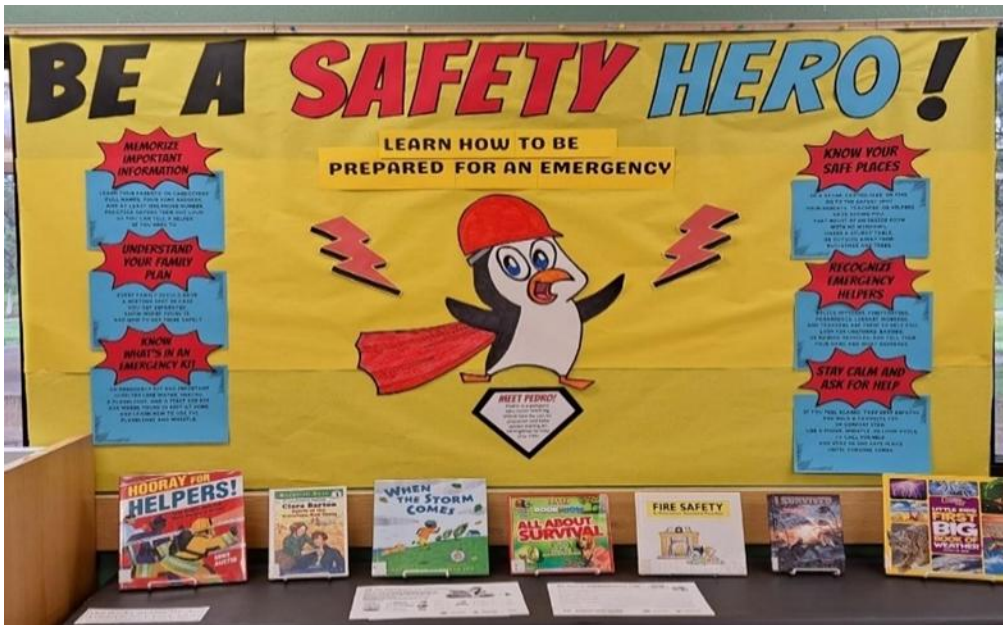
Youth Services:

- Youth Services planned and executed four Baby and Me Programs with 30 attendees. Baby and Me is on Tuesday's in October and November at 10:30 am.
- Youth Services planned and executed four Story Times with 124 total attendees. Story Time is at 10:30 am on Wednesdays.
- Youth Services planned and executed a Teen Program on September 3rd with 3 attendees.
- Youth Services planned and executed a Children's Program on September 25th with 22 attendees.
- Youth Services Displays:

Kai Brown's Art Display from her book “Doodle Dog” which she will read on October 1st. Participants will make their own Doodle Dogs and will receive a free copy of her book. (Was located in Adult Services.)



Emergency Preparedness Month.



Library Card Sign Up Month



ON-GOING PROJECTS:

- Continuing to catalog and process adult and youth materials for placement on new shelf.
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Collection Development for Adult and Youth materials.
- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Ongoing logging of donated materials for Ted and Glynda Bonnell Collection.
- Increasing library outreach programming.
- Increasing library Adult programming

STATISTICS:

- Library material checkouts were 3,204 and check ins were 3,162.
- Visitors total were 8,825..
- We issued a total of 75 new cards and updated 166 cards.
- Overdrive e-book checkouts were approximately 1,302. We had approximately 10 new users. There were 515 holds for e-audios and 310 holds for e-books and we had 54 holds for print materials.
- Database usage from Catalog Page: El Portal 16; Pebble Go/Next 12; NM Get Set Up 6, Mango 13.
- Reference questions totaled 2,022.
- Computer users totaled 252.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 522 times by 108 unique users.
- We added 140 material items.
- We had 19 Interlibrary Loan requests, and 19 books have been received.
- There were 1,083 external catalog searches, 1,479 internal searches by 225 unique users.
- There were approximately 11,472 actions performed in our Biblionix Integrated Library Software.

PARKS AND RECREATION

Ruidoso Schools MOU MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (33-man hours White Mtn.) \$924.00 personnel.
- Staff removed flood debris from Baseball field, Tents, Soccer & Football Fields, and worked on the drainage ditch, 80-man hours.

Total Supplies \$1750.00

Water - September

Gavilan Water Bill \$149.31

White Mountain Water Bill \$157.29

White Mountain Electric Bill-July \$195.61

Personnel \$3,164.00

\$5,416.21

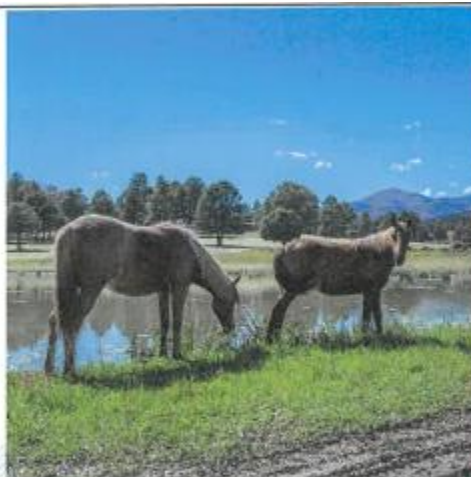


Photo Courtesy Mark Stambaugh

113

TOTAL HOURS



Parks and Facilities PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1664-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 24-man hours.
- Staff worked on athletic fields, 42-man hours.
- Staff mowed and weed eaten parks, 400-man hours.
- Staff sprayed weeds in parks and at Village buildings, 32-man hours.
- Staff moved docks, 16-man hours.
- Staff worked special events, 240-man hours.



2,418

TOTAL HOURS

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee Meeting was held September 8th.
- Fire Hydrant Restoration Project work began with help from Hollomon Air Force volunteers.
- Community cleanups were held at WMRC, Wingfield Park Botanical Garden, and the ENMU Adopt-A-Mile.
- Preparations are underway for the Toss No Mas Cleanup on Oct 19th.
- Park staff removed graffiti, stickers and picked up trash, 24-man hours.



Photo Courtesy Mark Stambaugh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- September was the return of youth sports programming for fall 2025. A total of 556 youth participants across 60 teams and 3 sports, practice and play games at WMRC and the Horton Gyms. The breakdown for each sport is 210 Flag football, 189 Soccer, and 157 Volleyball players.
- The Ruidoso Midtown Market continued through September on Saturdays at Country Club Park from 9am-1pm.
- Recreation staff assisted in the organization and execution of the NMML Wild West Event, and the NMML Links 5k run/walk.
- Keep Ruidoso Beautiful and recreation staff assisted in the preparation and organization of volunteer workdays that included cleanups at Wingfield Park Botanical Garden, the WMRC baseball fields, and work on the Ruidoso Fire Hydrant Restoration Project.

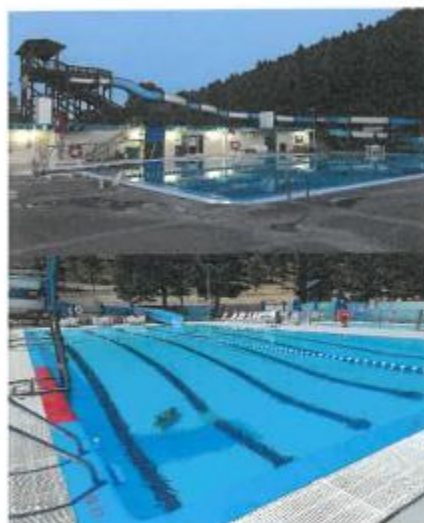


RUIDOSO
PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND
PROGRAMS & ACTIVITIES

Public Pool Update

- The Swimming Pool closed on August 10th with the Pooch Party.
- 32 dogs and approx. 60 people visited on August 10th.
- Chemical controller pumps and impellers are shut down and drained.
- All outdoor furniture were moved inside of the facility for the off-season.
- The pool is partially drained and ready to be covered up for the winter.
- The climbing wall needs to be repaired and then stored for the winter.
- Pool banners will come down in the next weeks and the handicap lift will be moved inside the facility.
- A new pool filter tank is required for the 2026 season and quotes have been requested.
- The main pump has a leak and needs to be checked and repaired.

RUIDOSO
PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND



Community Center

Center Sessions and RSVP Activities

- Community Center Staff attended the 2025 Conference on Aging in Glorieta New Mexico. This session was a different type of topic where people were shuttled into the conference so that it was well attended the entire three days. The conference focused on many healthcare items, legal advice sessions, capital outlay training, etc.
- Community Center Manager was able to meet with the New Mexico Aging & Long-Term Services Capital Outlay Department to network on ideas the center has for the future. Networking with this team throughout the years has been beneficial in securing grant funding for the Community Center.
- Community Center Staff purchased work shirts and gloves for 200+ volunteers which represent the Retired and Senior Volunteer Program and the Village of Ruidoso. Shirts were distributed over a one-week period and they were well received as the volunteers loved them.
- Staff have been busy over the last month while being two employees short. Thanks to many volunteers the center continues to run smoothly with many sessions that are held each day. Staff along with Human Resources will begin the hiring process for another employee which will help out greatly.
- Hear on Earth Hearing Care is a hearing aid service that is offered to the public at the Community Center. Assistance is offered on the 4th Wednesday of each month from 10:00am to 1:00pm where hearing tests are performed and hearing aid plans are presented those needing assistance.
- Move It or Lose It Exercise, which is a low-impact exercise program that utilizes seated and slow standing movements, is offered at the center. The idea of the class is to keep the body performing movements to remain healthy and active while allowing the mind to get a sense of stress relief. Classes are Mondays, Wednesdays and Fridays at 11:00am.



POLICE DEPARTMENT

Dispatch all calls for service

Total Calls for Service- 633

Total Positions Available- 11

Total Positions Vacant- 3

Positions Hired this month- 0

Total Applications this month – 6

Patrol Division calls for service

Total Calls for Service- 815

Total Arrests made- 24

Total Citations Issued- 50

Total Reports taken-

Special Operations Conducted- 0

Total Positions Available- 20

Total Position Vacant- 4

Positions Hired this month-3

Total Applications this month –9

ACO/Code Enforcement calls for service

Total Calls for Service- 108

Citations Issued- 0

Total Reports taken- 1

Special Operations Conducted- 0

Total Positions Available- 3

Total Position Vacant- 0

Positions Hired this month- 0

Total Applications this month – 0

Criminal Investigations Division

Total Calls for Service- 16

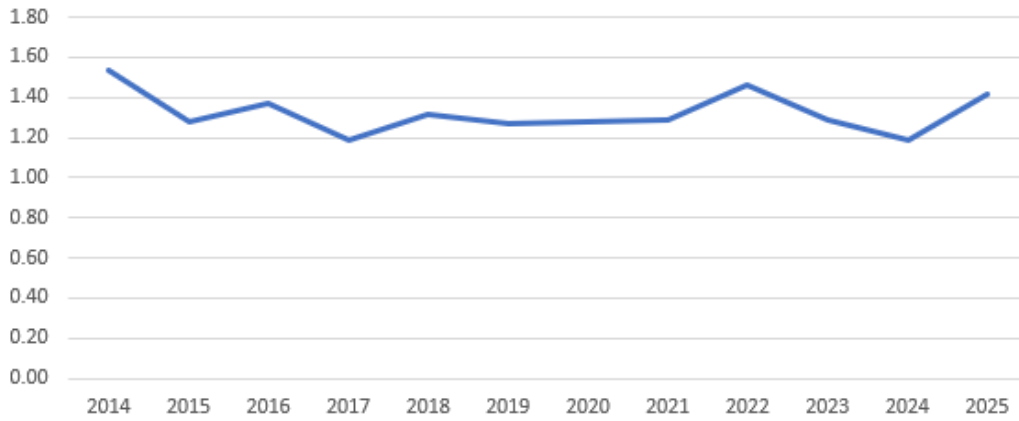
New Cases Received- 5
 Pending Cases- 11
 MCU Callouts – 0
 Special Operations Conducted- 0
 Backgrounds – 6

Total Positions Available- 4
 Position Vacant- 1-Narcotics
 Positions Hired this month- 0
 Total Applications this month-0

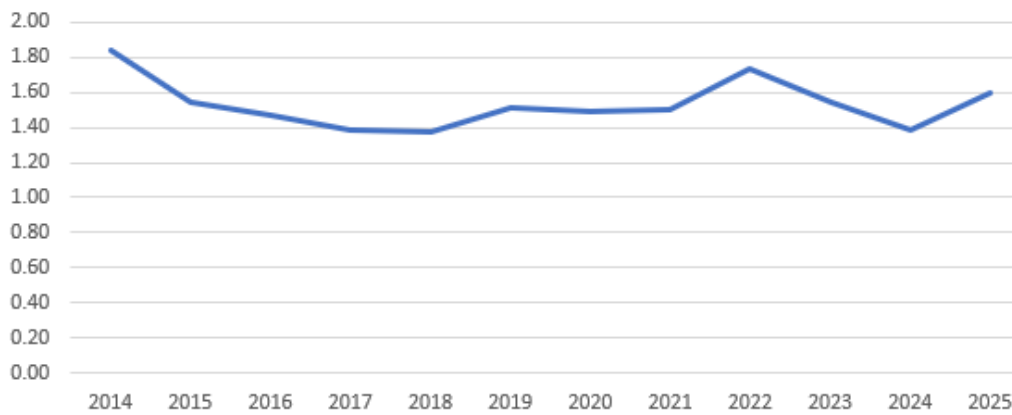
REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY										
MONTHLY RECORD FOR INFLUENT AND EFFLUENT										
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
08/01/25	Fri	1.23	22.2	7.39				N/A		
08/02/25	Sat	1.11	22.8	7.49				N/A		
08/03/25	Sun	1.15	23.0	7.37				N/A		
08/04/25	Mon	1.15	23.2	7.43				N/A		
08/05/25	Tues	1.17	23.1	7.36				N/A		
08/06/25	Wed	1.25	23.4	7.26				N/A		
08/07/25	Thu	1.19	23.1	7.36				N/A		
08/08/25	Fri	1.37	22.8	7.18				N/A		
08/09/25	Sat	1.32	23.1	7.33				N/A		
08/10/25	Sun	1.35	23.3	7.28				N/A		
08/11/25	Mon	1.30	23.1	7.31				N/A		
08/12/25	Tues	1.40	22.9	7.58			56.0	N/A		
08/13/25	Wed	1.08	22.9	7.39	4.43	1.73		N/A	195.3	155.3
08/14/25	Thu	1.40	22.4	7.26				N/A	VSS 96.9	pH 7.52
08/15/25	Fri	1.46	22.6	7.43				N/A	VOL.49.6%	TEMP. 15.2
08/16/25	Sat	1.47	22.6	7.34	4.43	1.73	56.0	N/A	97.7	98.9
08/17/25	Sun	1.37	22.3	7.09				N/A	%removal	%removal
08/18/25	Mon	1.54	22.6	7.28				N/A		
08/19/25	Tues	1.37	22.7	7.38				N/A		
08/20/25	Wed	1.53	22.8	7.39				N/A		
08/21/25	Thur	1.31	22.9	7.42				N/A		
08/22/25	Fri	1.38	22.8	7.42				N/A		
08/23/25	Sat	1.42	22.7	7.32				N/A		
08/24/25	Sun	1.44	22.7	7.40				N/A		
08/25/25	Mon	1.44	23.1	7.39				N/A		
08/26/25	Tues	1.41	22.7	7.19			11.5	N/A		
08/27/25	Wed	1.32	22.7	7.35	1.87	0.68		N/A	207.7	167.1
08/28/25	Thu	1.40	23.5	7.33				N/A	VSS 169.4	pH 7.50
08/29/25	Fri	1.44	22.5	7.37				N/A	VOL.81.6%	TEMP. 15.1
08/30/25	Sat	1.74	22.6	7.36	1.87	0.68	11.5	N/A	99.1	99.6
08/31/25	Sun	1.70	22.9	7.57				N/A	%removal	%removal
MONTHLY AVG.		1.36			3.15	1.21	33.8			

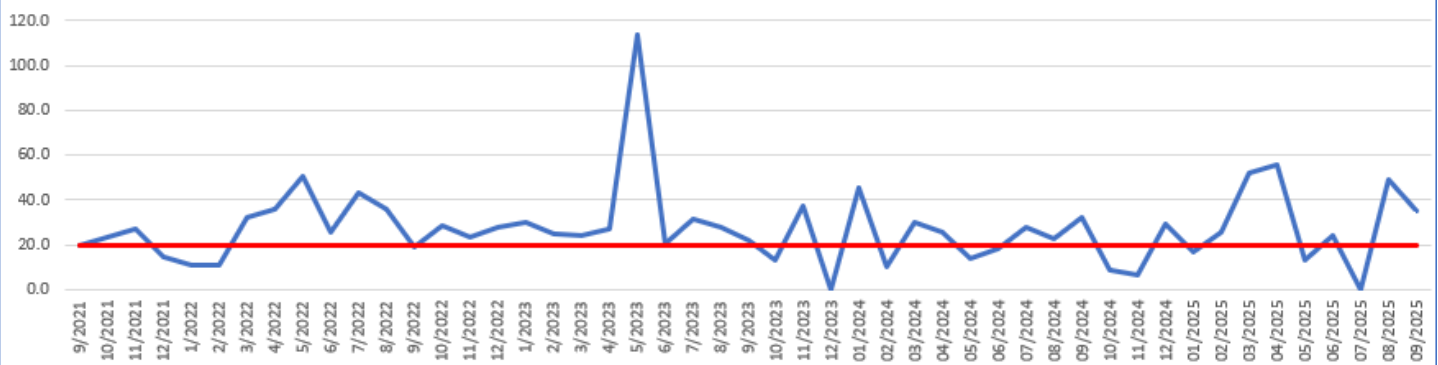
Influent - September Yearly Comparison



Effluent - September Yearly Comparison



Palmer Loop



SOLID WASTE

- Grapple pick up has really picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.
- We only have 2 to 3 grapple drivers running full time. We are having to pull grapple drivers to run other routes including refuse and transport.
- We are still getting illegal dumping. People are still cleaning out their homes of flood debris and others are remodeling damaged property.
- We are training our new driver, and after he learns all the routes, he will be on a Grapple Truck.

Universal Waste Systems Statistics:

- Listed below you will find information regarding green waste that has been collected within Village of Ruidoso and taken to Sierra Contracting/Universal Waste Systems for disposal: (No bill to update for August or September).

Fiscal Year		Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024				
JUL		5,780.00	\$56,130.66	266
AUG		4,538.00	\$44,069.37	214
SEP		4,352.00	\$42,263.09	198
OCT		3,361.00	\$32,639.30	164
NOV		3,559.00	\$34,562.12	166
DEC		3,725.50	\$36,179.03	178
JAN	UWS	4,261.00	\$41,721.91	198
FEB		2,250.50	\$56,039.41	265
MAR		3,180.00	\$31,284.76	150
APR		3,658.00	\$33,141.48	170
MAY		4,779.00	\$43,805.10	219
JUN		4,660.00	\$42,219.60	215
	TOTAL	48,104.00	\$494,055.83	2403
TONS		7215.60		

Fiscal Year	Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads
2025/2026			
JUL	3,579.00	\$32,425.74	165
AUG	0.00	\$0.00	0
SEP	0.00	\$0.00	0
OCT	0.00	\$0.00	0
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
	TOTAL	\$32,425.74	165
TONS	536.85		

Lincoln County Waste Transfer Statistics:

- Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Universal Waste Systems to the Gavilan Canyon Transfer Station:

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2024/2025			
MARCH	26	164.26	\$9,847.39
APRIL	30	173.89	\$10,424.71
MAY	29	171.55	\$10,284.42
JUNE	20	126.55	\$7,586.67
JULY	27	170.97	\$10,249.65
AUGUST	23	134.50	\$8,063.28
SEPTEMBER	22	104.66	\$6,274.37
OCTOBER	15	98.10	\$5,881.10
NOVEMBER	23	149.22	\$8,946.34
DECEMBER	30	166.08	\$9,956.50
JANUARY	30	173.07	\$10,375.55
FEBRUARY	24	150.84	\$9,042.86
	299	1,783.69	\$106,932.84

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2025/2026			
MARCH	26	164.26	\$10,093.78
APRIL	28	181.51	\$10,545.43
MAY	26	124.15	\$7,629.02
JUNE	25	125.08	\$7,686.17
JULY	25	122.53	\$7,529.47
AUGUST	26	126.06	\$7,746.39
SEPTEMBER	26	135.50	\$8,326.48
OCTOBER	0	0.00	\$0.00
NOVEMBER	0	0.00	\$0.00
DECEMBER	0	0.00	\$0.00
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	182	979.09	\$59,556.74

Gavilan Canyon Transfer Station:

- Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for September).

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2024/2025			
JUL	1,111.64	\$18,849.41	46
AUG	938.31	\$15,904.37	42
SEP	862.67	\$14,643.57	38
OCT	820.19	\$13,857.64	38
NOV	827.71	\$15,314.62	38
DEC	913.16	\$15,414.01	43
JAN	877.82	\$14,750.60	43
FEB	771.94	\$12,999.60	37
MAR	808.00	\$13,597.47	39
APR	830.13	\$13,937.61	41
MAY	893.36	\$15,073.71	42
JUN	960.94	\$16,253.74	44
TOTAL	10,615.87	\$180,596.35	491

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2025/2026			
JUL	1,096.22	\$19,133.63	45
AUG	910.89	\$15,879.99	38
SEP	0.00	\$0.00	0
OCT	0.00	\$0.00	0
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL	2,007.11	\$35,013.62	83

STREETS

Trimming :

- Brush/ Tree Trimming: stump removal : Flume Canyon

Speed Limit, Street Name & Safety Signs: ("One Call" Marking – Installation - Repair)

- Signs: Meander, Jack Little

Road & Right of Way Maintenance: (Motor Grader - Backhoe Dirt Work)

- Haul Dirt/ Aggregates/Cold Mix/Millings: Johnson
- Jersey Barrier/Orange Barriers: Maple
- Shoulder Work/Pick up Debris: Perk,
- Road Repair/Maintenance: Ongoing in flood zones, Maple, Park Place, Johnson, Mustang
- Closed Roads: Maple
- Flood Watch/Debris Removal/Clean Roads: Village wide, Main, Maple, Ash, Ponderosa

Drainage Issues: (Ditch Cleaning – Culvert Maintenance – Berm Construction)

- Clean Ditches/Culverts/Debris Dams: Raymond Buckner, Warren Tucker, Perk, Apache Hills, Canyon
- Clean/Repair/ Drop Inlet/Debris Dam: Village wide

Utility Cuts: (Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)

- Street Cuts: Sudderth

Sweeping Streets:

- Swept: Sudderth

Blade Work / Blade Patching: Repairing Dirt Roads/ Hot Mix Patching

- Blade Work/Gravel/Base Course/Millings: Malone, Mosley, Tank

- Blade Patching: Timberline Drive, Ash, Brady, Ponderosa, Mustang, Bonanza
- Driveway Apron/Driveway Plow/Flood Damage : 5th, Guajolote, Kansas City
- Making Cold Mix: Cold Mix Made

Pothole Patching:

- Niblic, Innsbrook, 3rd, Sequioa, Warren Tucker, Juniper, Del Norte, Valley View, White Mountain Meadows, Granite, Main, Skylane, Meander, Paradise, Wingfield/Center, Rio / Grindstone, Guajolote, Jasper, High, Yellow Pine

COOP Project: Innsbrook

- Parking Lots: Clean parking lots

Over the Street Banners:

- NMML Banner

Street Department News:

- Clean & Maintenance Equip. & Trucks
- Hot Plant Repairs
- Street Foreman Position: Open
- Maintenance Worker I : Open

General Street Repair and Drainage Work Orders: The goal is to keep these issues moving in a timely manner

Future / Ongoing: Assignments and Projects are as follows:

TOURISM

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 was announced on 5/23. We received a \$920,913 media buy for our FY25/26 marketing.

It is a 2:1 match, so the VOR's share is \$306,971 and the NMTD matches that with a \$613,942 contribution.

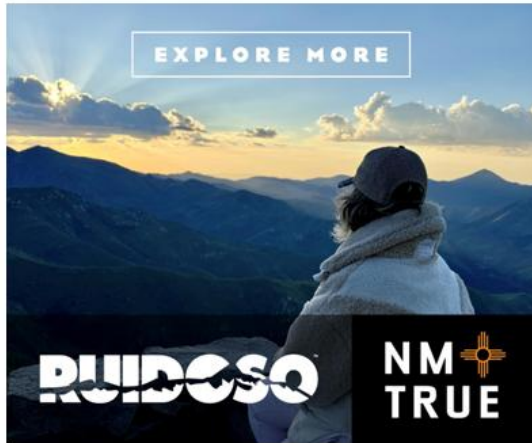
FY26 New Time Cooperative Marketing Program						
Organization Name:	Village of Rudisill					
Primary Contact:	Rebecca Greenmunk					
Email:	rebecca@stheagency.com					
Phone:	5712134339					

ANNUAL SUMMARY						
Type	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 01/15/26	Partner \$ Due 12/31/25
MMP	23	\$920,913.00	\$413,942.00	\$306,971.00	\$169,286.00	\$147,686.00
FLUX	0	\$0.00	\$0.00	\$0.00	N/A	N/A
Total	23	\$920,913.00	\$413,942.00	\$306,971.00	\$169,286.00	\$147,686.00

Initiative	Details	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 01/15/26	Partner \$ Due 12/31/25
MMP AWARDS							
Video Production	Details	2	\$34,800.00	\$23,200.00	\$11,600.00	\$11,600.00	\$0.00
Micro-Influencer Seasonal Destination Program + Influencer Content Amplification	Details	2	\$60,600.00	\$40,400.00	\$20,200.00	\$10,100.00	\$10,100.00
Managed Search (Minimum 2 Opt-ins)	Details	4	\$62,400.00	\$41,600.00	\$20,800.00	\$10,400.00	\$10,400.00
Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, Mail Travel Intender Ads, Rich Media, Sponsored Content, YouTube, CTV	Details	3	\$479,700.00	\$319,800.00	\$159,900.00	\$79,950.00	\$79,950.00
Meta PACKAGE (Awareness): Meta (FB & IG) Video, YouTube, Rich Media Video, In-Banner Video	Details	1	\$72,000.00	\$48,000.00	\$24,000.00	\$12,000.00	\$12,000.00
West Texas Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
Dallas Programmatic Digital Out-of-Home (12 weeks)	Details	2	\$42,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$7,000.00
New Mexico Travel Adventure Guide - 2 Page Spread + Digital	Details	1	\$27,367.00	\$18,258.00	\$9,129.00	\$4,564.50	\$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	2	\$29,640.00	\$19,760.00	\$9,880.00	\$4,940.00	\$4,940.00
Texas Monthly Print Ad (Full Page) + Digital + E-Newsletter	Details	2	\$30,810.00	\$20,540.00	\$10,270.00	\$5,135.00	\$5,135.00
Dallas - D Magazine Print Ads (3X, Full Page) + Advertiser & Bonus E-Newsletter	Details	2	\$39,876.00	\$26,584.00	\$13,292.00	\$6,596.00	\$6,596.00

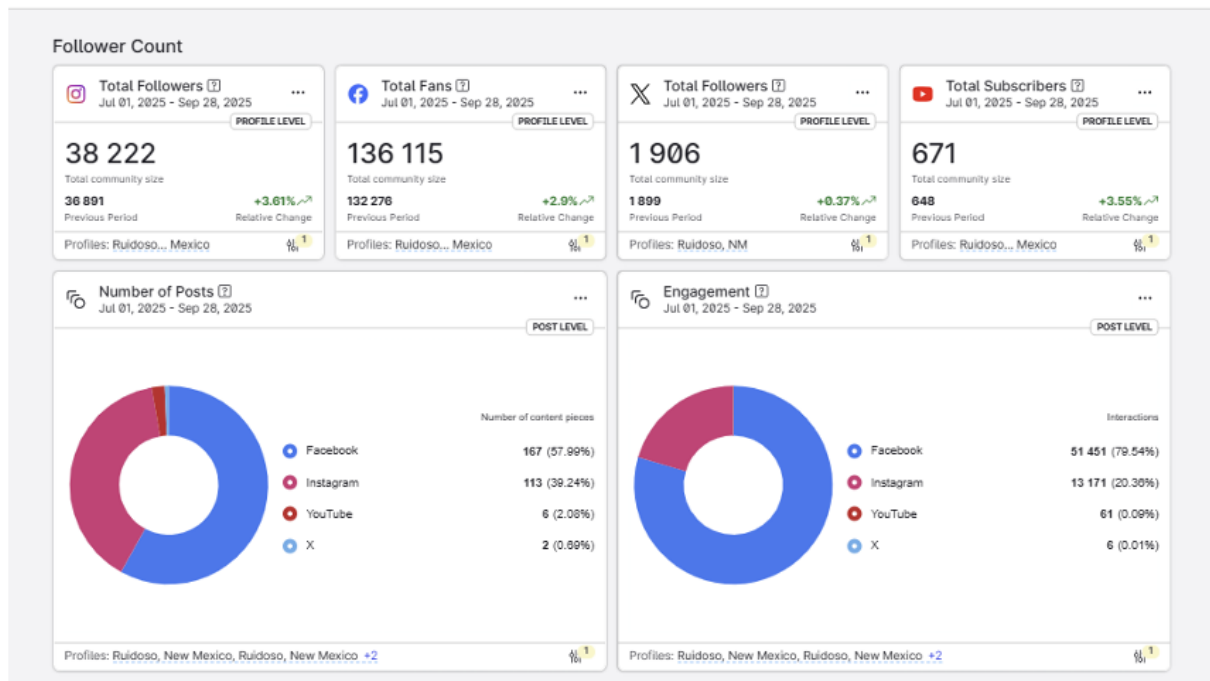
Q1 CO-OP CREATIVE

Creative in market July – Sept 2025



TOURISM AUDIENCES

Total community of followers on Tourism social



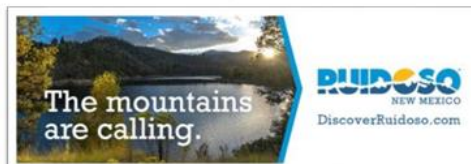
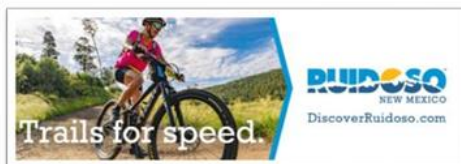
Q1 BILLBOARDS: JULY-SEPT 2025

We ran out-of-home advertising in both El Paso and Albuquerque markets.



Q1 BILLBOARDS: JULY-SEPT 2025

We added several new locations to the out-of-home plan including Lubbock airport, Wollforth near Lubbock and Albuquerque.



Q1 EVENTS: JULY-SEPT 2025



Q1: SOCIAL

July



August



September



Q1: DIGITAL

This quarters digital included Ski NewMexico, Go-NewMexico, HAFB, Ft Bliss, Ruidoso News and more.



Q1: EMAIL



July



August



September

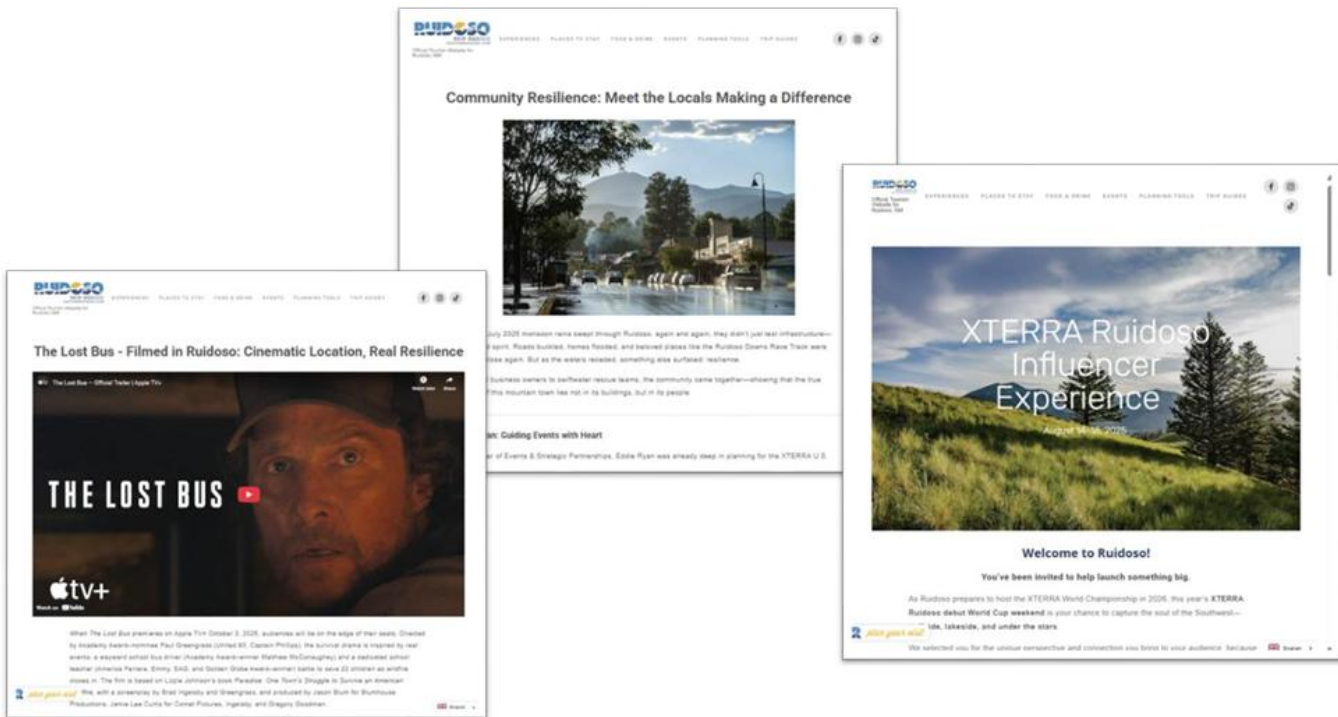
TOURISM SITE Q1 UPDATES

- [XTERRA landing page](#) + race coverage
- [XTERRA Influencers page](#) with itineraries/content links
- Features: [The Lost Bus filming](#) in Ruidoso, Golf History in Ruidoso, fall travel pieces
- Community Resilience: [Meet the Locals Making a Difference](#)
- Updated [Fall Foliage Guide](#) (timing, routes, new photos)
- Outdoor feature: [Hiking & Biking Trails at Grindstone Lake](#)
- Seasonal event features including Halloween, Brewdoso, AspenFest, Oktoberfest, Kite Festival and more
- [Monsoon Season Awareness](#) page for visitors

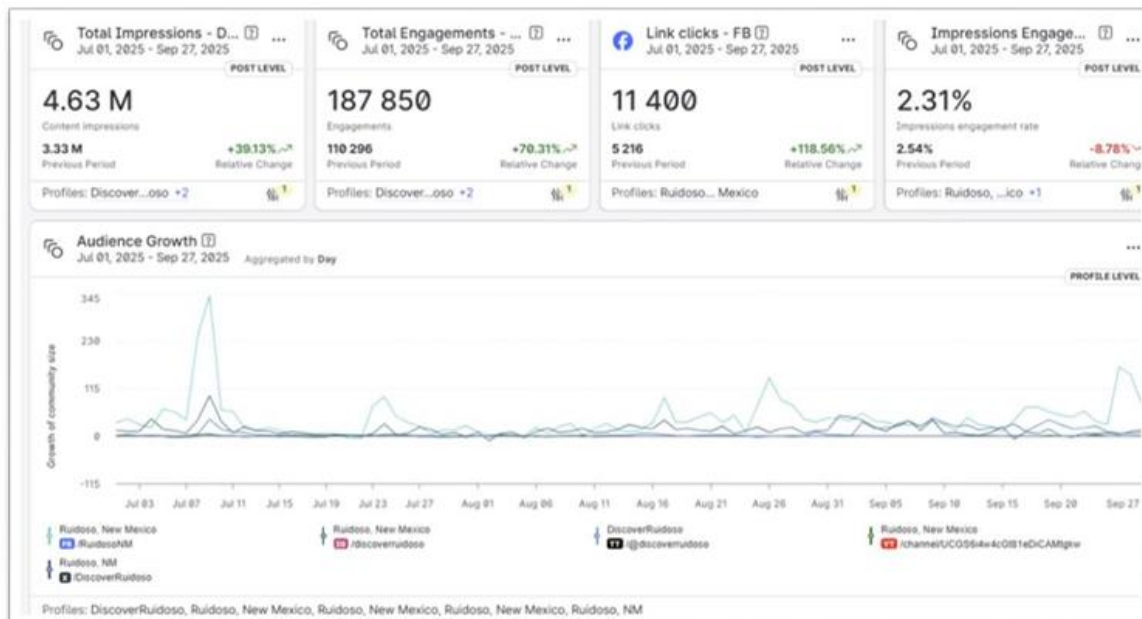
TOURISM SITE Q1 UPDATES



TOURISM SITE Q1 UPDATES



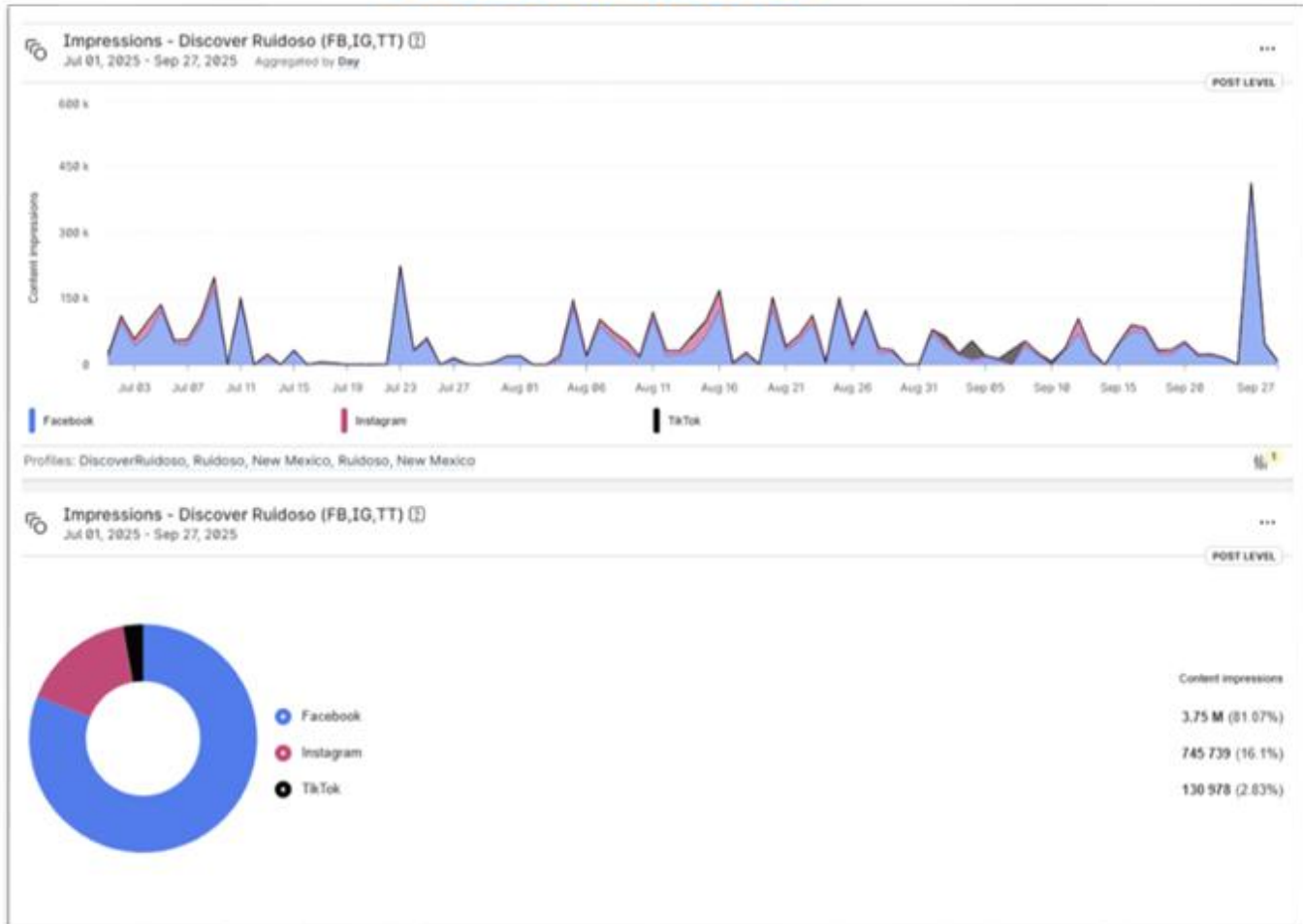
SOCIAL OVERVIEW TOURISM: JULY - SEPT 2025



There was a surge in audience growth following the July 8 flash flooding.

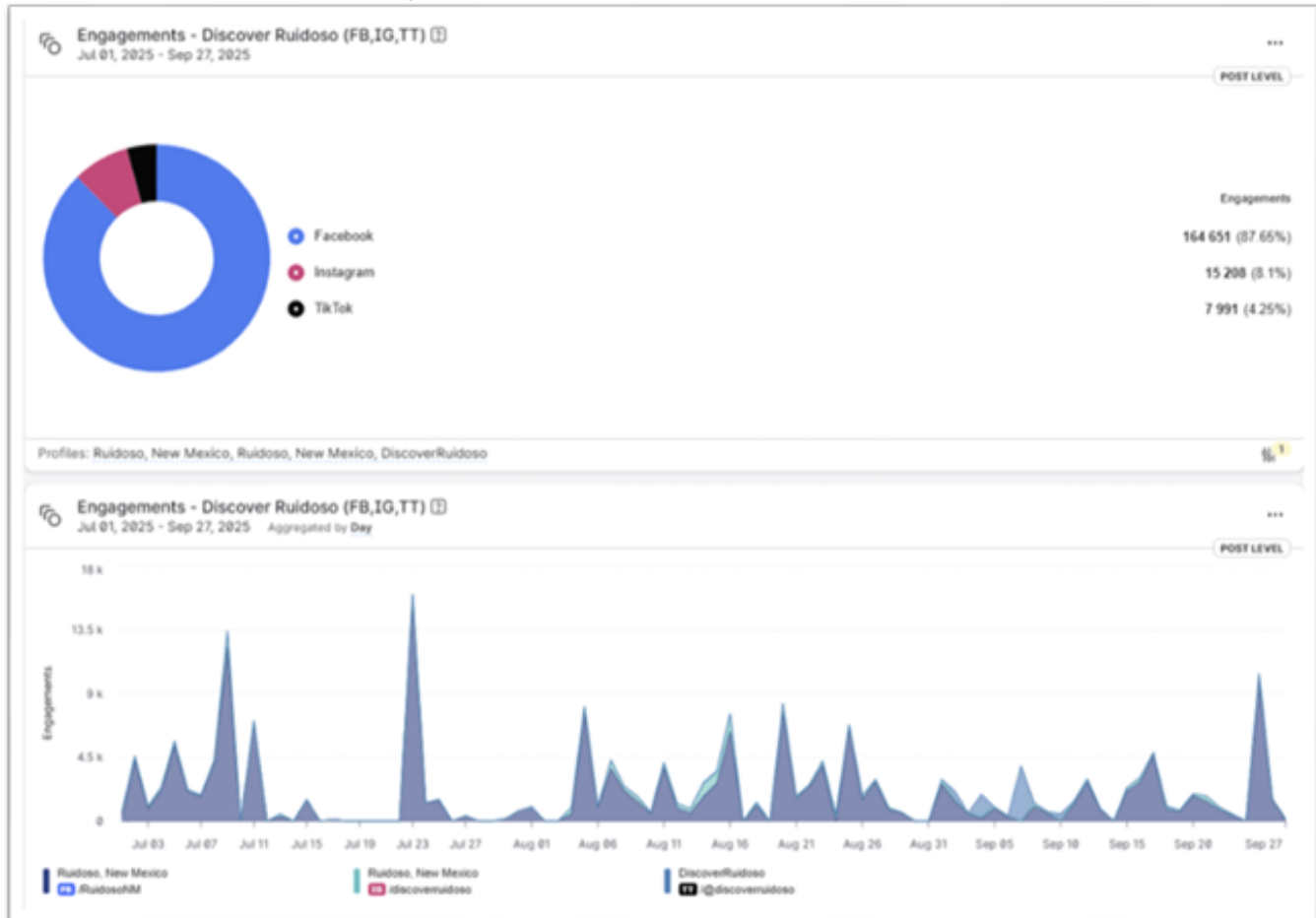
IMPRESSIONS: JULY – SEPT 2025

Tourism Social Sites

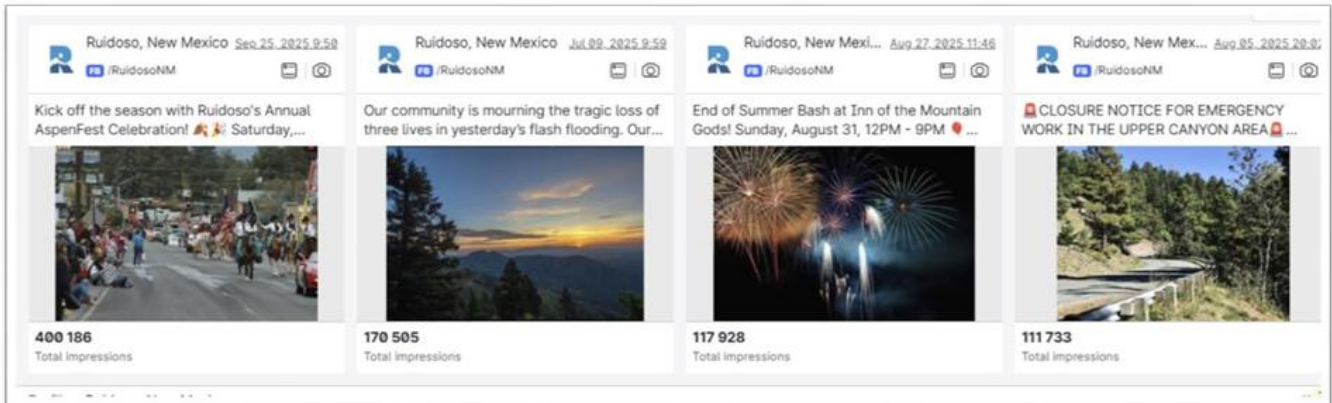


ENGAGEMENT: JULY – SEPT 2025

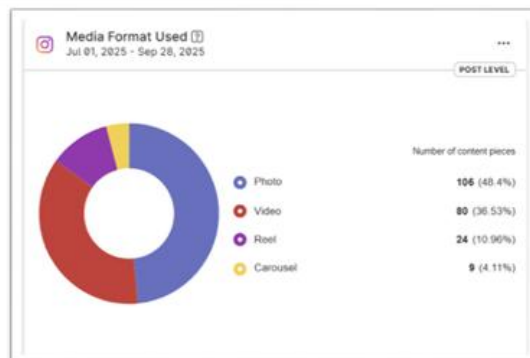
Tourism Social Sites



Q1: TOP PERFORMING FACEBOOK POSTS



Q1: INSTAGRAM



[Click to watch a reel.](#)

Q1: TOP PERFORMING INSTAGRAM POSTS

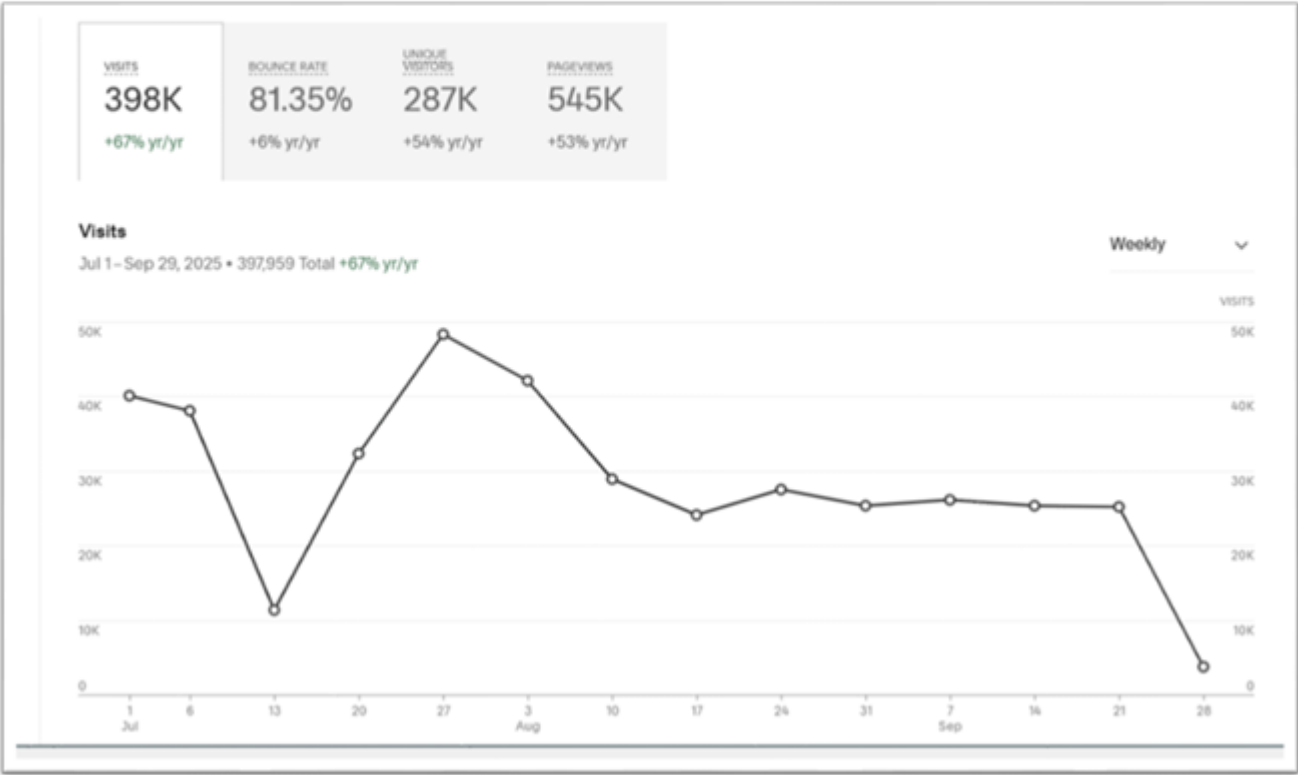
Top IG Content 							
Jul 01, 2025 - Sep 28, 2025 Sort by Total Interactions ↓ 4 of 113 results				POST LEVEL			
	Ruidoso, New Mexico	Jul 09, 2025 9:52			Ruidoso, New Mexi...	Aug 16, 2025 11:15	
Our community is mourning the tragic loss of three lives in yesterday's flash flooding. Our...				It's OFFICIAL! The race has begun! Watch these incredible athletes tackle the ultimate...			
							
852	22.99	21		545	14.52	1	
Interactions	Int. per 1K follo...	Comments		Interactions	Int. per 1K follo...	Comments	
	Ruidoso, New Mex...	Aug 04, 2025 12:58			Ruidoso, New Mexico	Jul 23, 2025 9:07	
ADORABLE BUT WILD! 🐾 When you visit Ruidoso, you're going to fall in love with our...				We're excited to welcome you back to beautiful Ruidoso! While we recently...			
							
427	11.43	6		412	11.05	3	
Interactions	Int. per 1K follo...	Comments		Interactions	Int. per 1K follo...	Comments	

Q1: INSTAGRAM POSTS

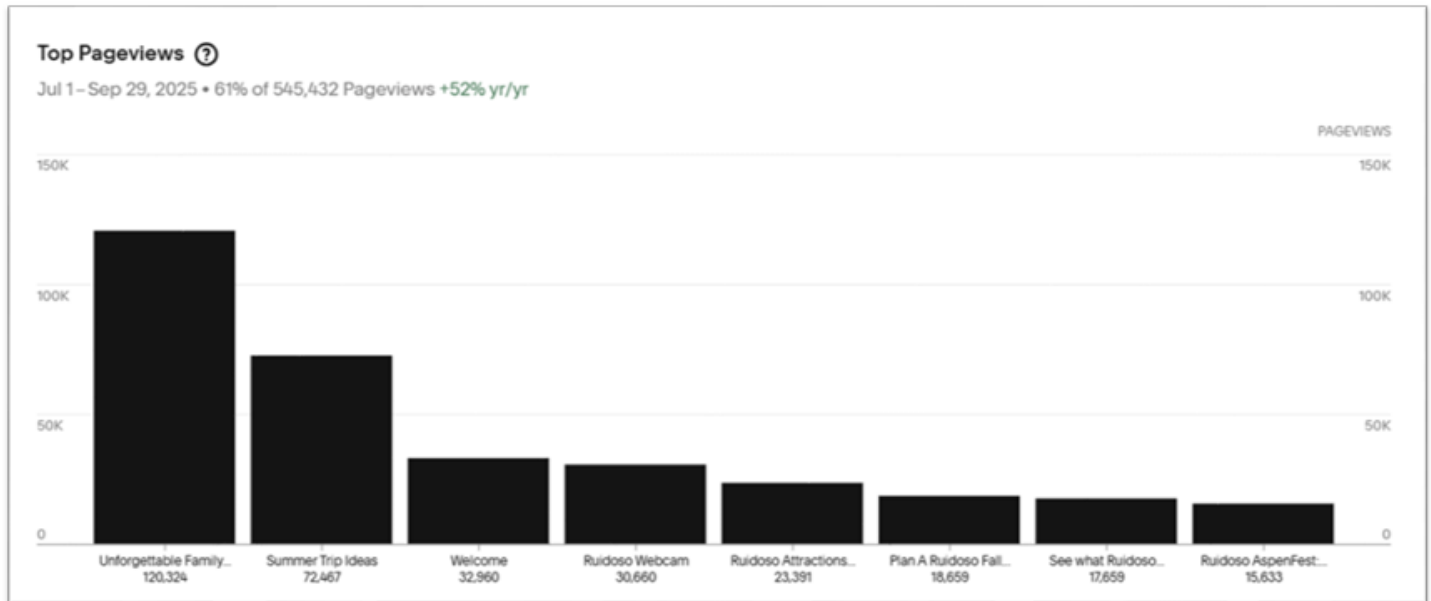


TOURISM WEBSITE OVERVIEW:

JULY - SEPT 2025



TOURISM WEBSITE PAGE VIEWS: JULY - SEPT 2025



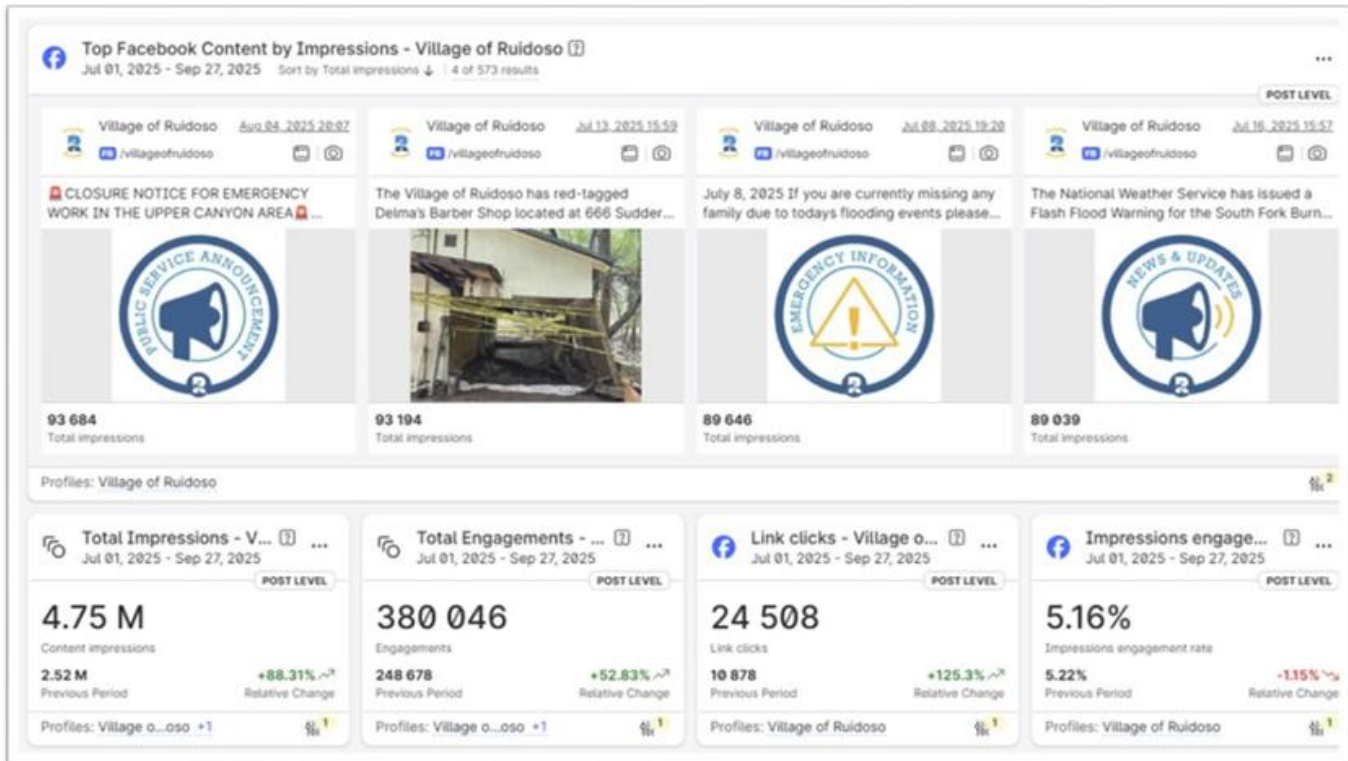
TOURISM WEBSITE GEOGRAPHIC OVERVIEW: JULY - SEPT 2025

us United States	382,400 (97.2%)
► Texas	121,346
Unknown	103,366
► New Mexico	35,860
► California	28,253
► Arizona	16,588
► Illinois	6,721
► Michigan	5,751
► Tennessee	5,251
► Florida	4,711
► Georgia	4,511
► Oklahoma	4,227

Texas continues to send the most traffic to the DiscoverRuidoso.com website. During this quarter, El Paso brought in double the traffic of Dallas due to our marketing efforts in this market.

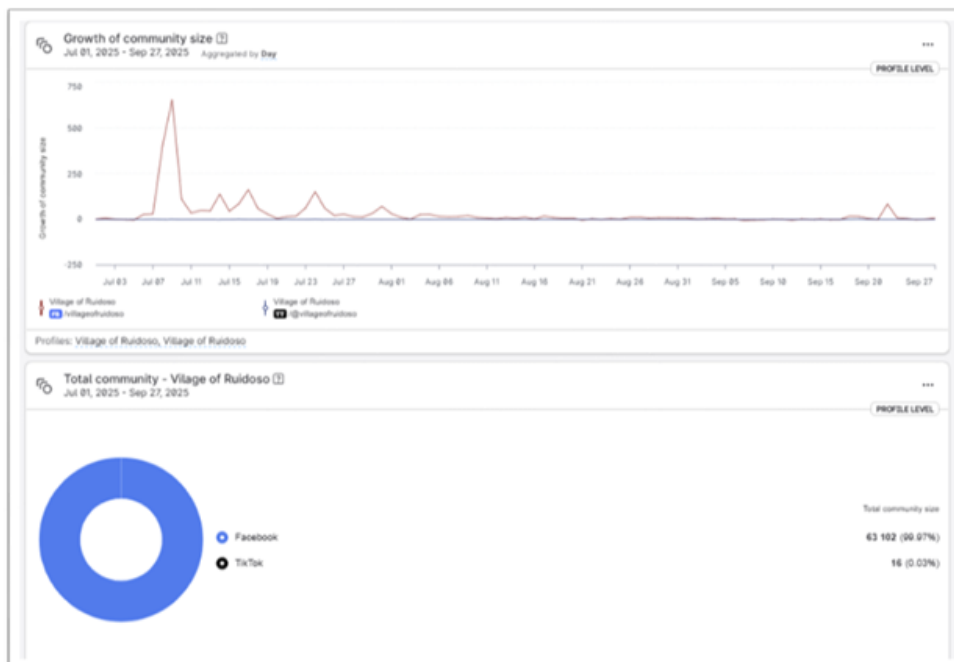
▼ Texas	121,346
El Paso	32,217
Dallas	14,877
Others	11,836
Houston	6,295
Lubbock	6,249
San Antonio	4,997
Austin	4,710
Unknown	3,498
Midland	2,774
Amarillo	2,675

SOCIAL OVERVIEW MUNICIPAL: JULY-SEPT 2025



MUNICIPAL AUDIENCE

Total Community of Followers - Municipal



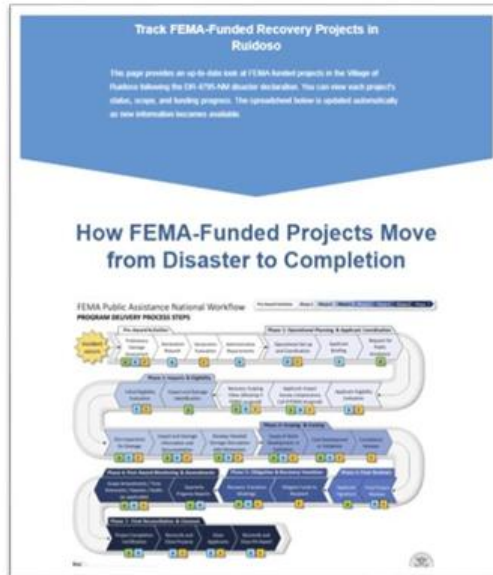
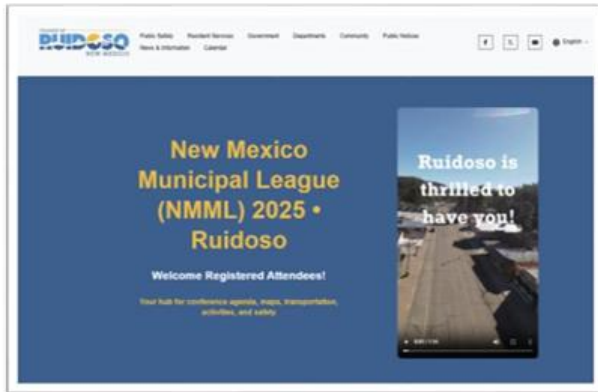
There was a surge in community growth following the flash flooding that swept through the community on July 8, 2025.

MUNICIPAL WEBSITE

Q1 UPDATES

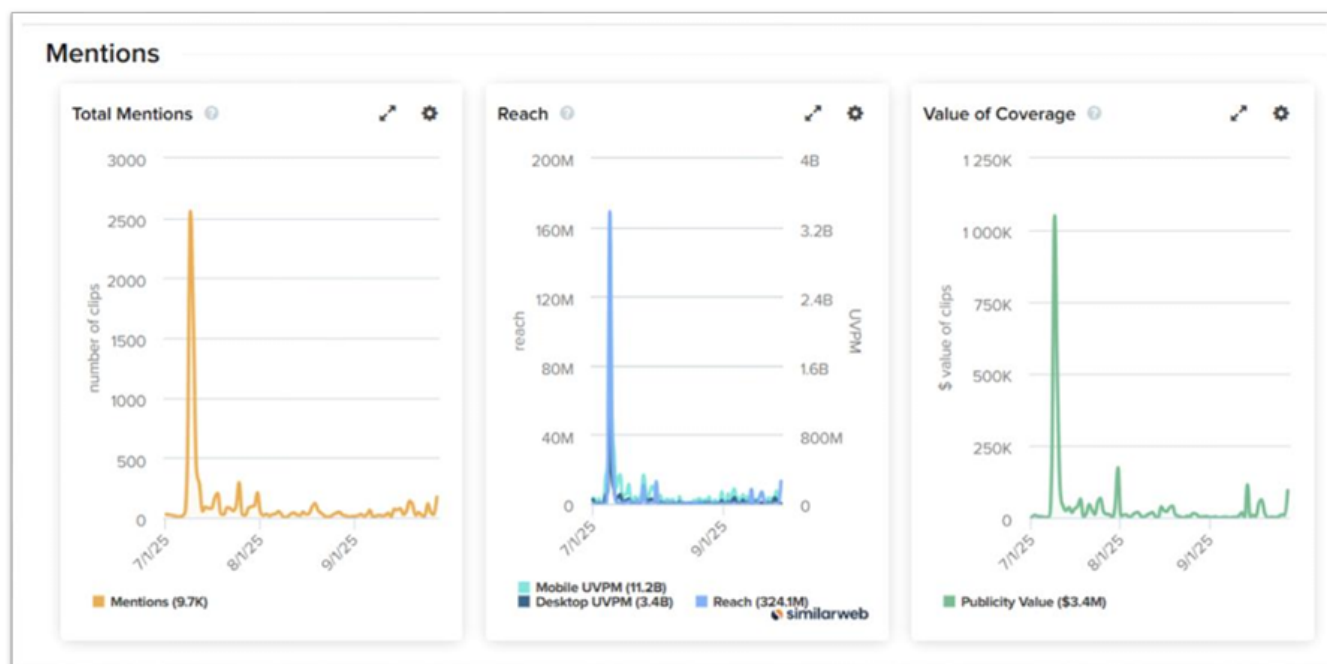
- NMML Annual Conference coverage & [registered attendee hub](#)
- Expanded Outdoor Warning System (wildfire preparedness)
- New STR software launch (AI tracking, STR portal, hotline, automated reminders)
- [FEMA-Funded Project Progress](#) page launch
- Recognition of Employees/Department of the Quarter
- [Flood debris removal program](#) for Lincoln County
- Monsoon Season Awareness for residents
- Other News Updates: Upper Canyon reopening, Labor Day wildfire prevention reminder, emergency sirens

MUNICIPAL SITE Q1 UPDATES



THE Agency
MARKETING COMMUNICATIONS

PR: JULY-SEPT 2025

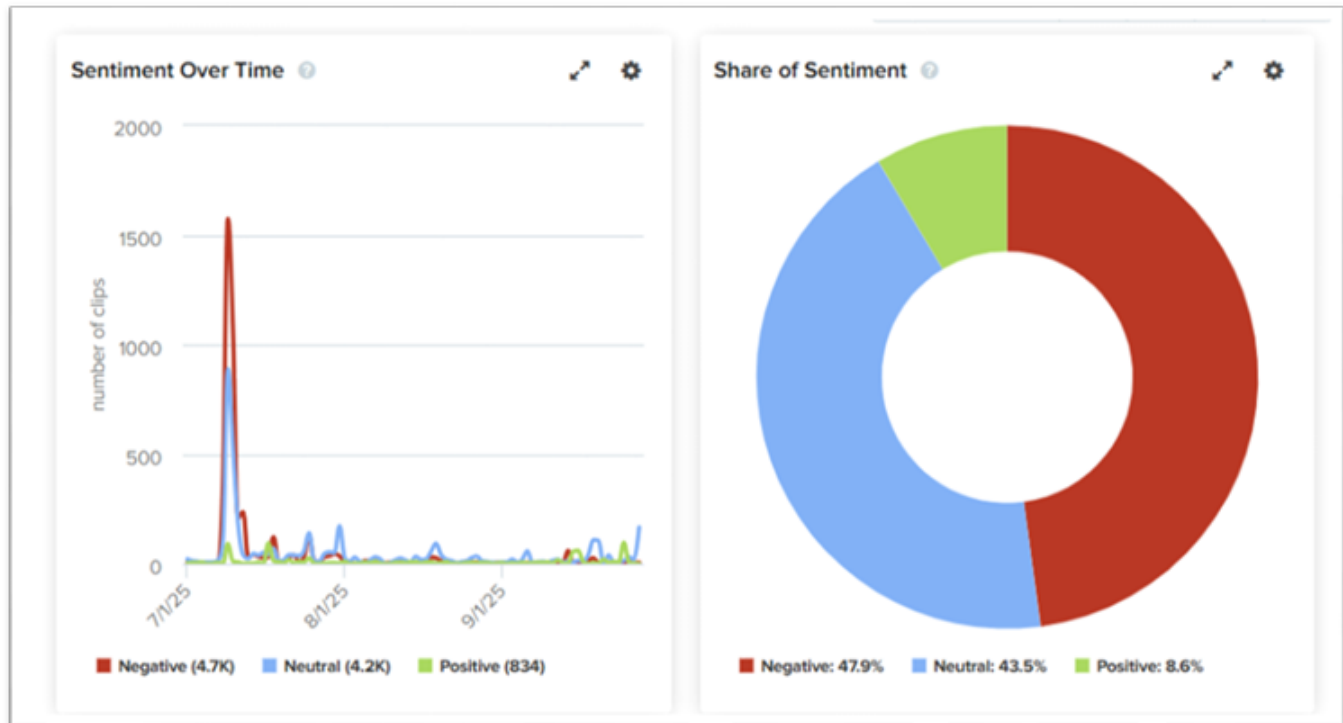


Total Mentions: Distribution of clips over time. Each clip counts as one mention

Reach: Distribution of clips over time based on their reach.
Print/broadcast is based on circulation/viewership. **Online** is based on unique visitors per month.

Value of Coverage: Distribution of the publicity value. Each clip's value is calculated using a formula given to each outlet.

PR: JULY-SEPT 2025



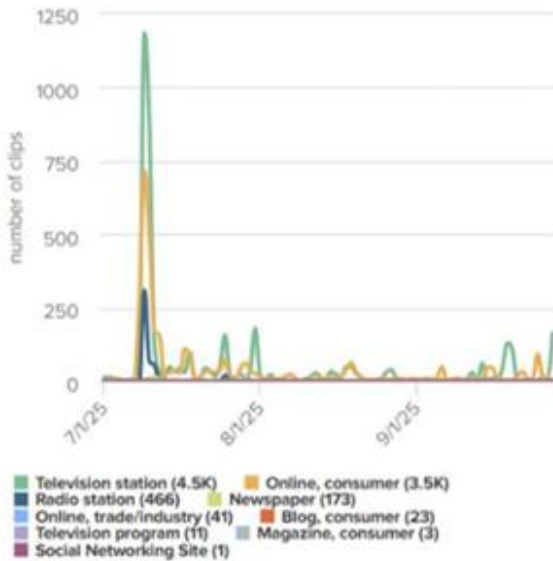
Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

Share of Sentiment: Breakdown of clips based on their sentiment by positive, negative, or neutral as by calculated auto-toning.

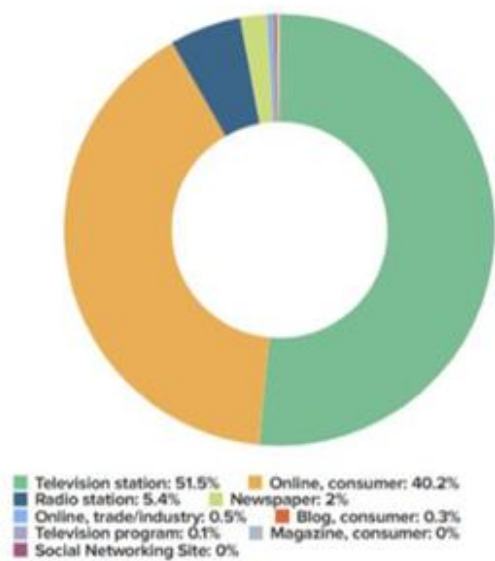
PR: JULY-SEPT 2025

Coverage by Media Type

Trend of Coverage by Media Type



Share of Coverage by Media Type

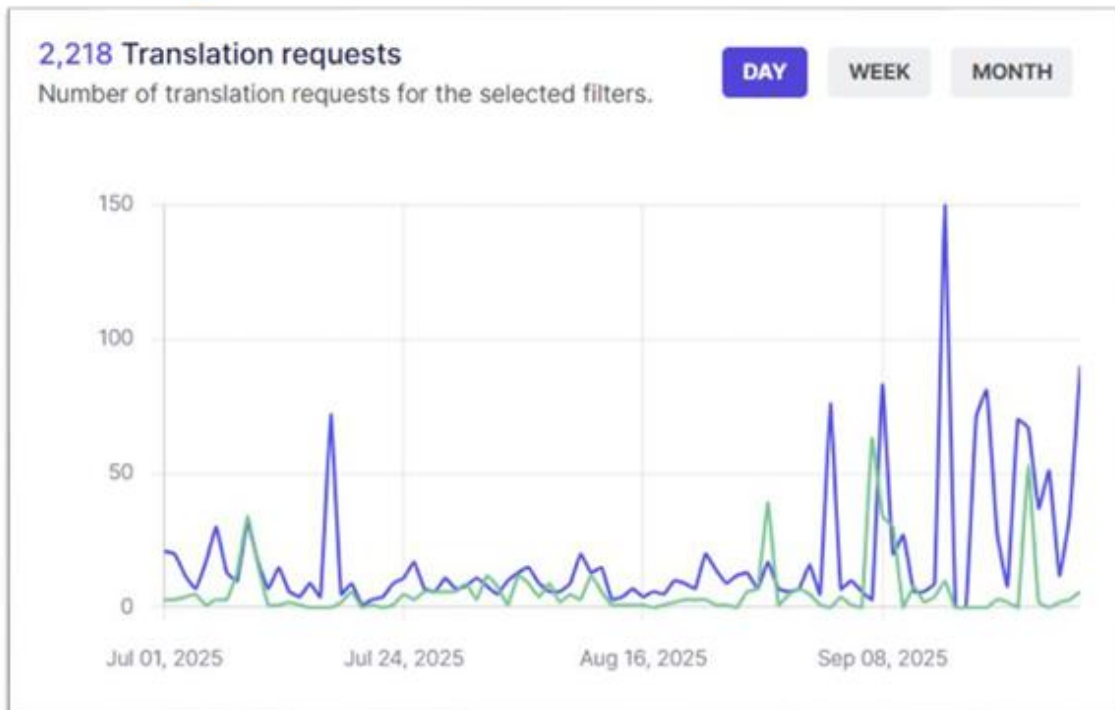


Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

Share of Coverage by Media Type: Breakdown of clips based on their media type.

TRANSLATION TOOL

There were 2,218 translation requests by site visitors on DiscoverRuidoso.com in Q1. The top 2 translated pages were Fall Foliage Guide and Summer Trip Ideas.



WHAT'S NEXT...



WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Water Crew

Repaired

- 5 - ¾" galvanized service lines
- 10 - 2" galvanized lines and stub outs
- 3 - PVC 2" lines
- 5 - 6" c-900 Main lines
- 3 - ¾" copper service lines

Sewer Crew

Rodded feet-1900

- 100 feet- Service lines
- 1800 feet- Main lines

Blockages- 7

- Customer-2
- VOR-5

Repairs-7

- Lines-5
- Manhole-2

Meter Readers

Work orders -217

Leaks – 167

Maintenance and prv- 19

Shut offs- 86

WATER PRODUCTION

Top priorities for Water Production – Tank Restoration Phase 1, Alto Lake Dam Analysis Evaluation and Design, and Upper Canyon Diversion Project.

- **Eagle Creek Diversion** – Diverting – **500 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **1500-2500 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **51.5 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation** – **6882.3 – 37.3' (from spillway).**
- **Grindstone Reservoir** – The level has increased by **5.0'** from **9/11/25 – 9/29/25.**
- **Alto/Grindstone Interconnect** – Off
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan, Fault, and Brown Well.
- **Little D Tank** – **26.1' / 32.0' (Overflow)**
- **Country Club Tank** – **33.5' / 23' (Overflow)**
- **Grindstone Lake Temp** – **61.1**

Plant #4

- Grindstone Tank level (3 million) = **43.7' / 51.9' (Overflow)** (9/20/25).
- Raw Water - **339,000 gallons** (9/20/25).
- Water produced - **285,000 gallons** (9/20/25).
- Completed monthly fire extinguisher inspections at plant 4 on 9/25.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 26.5%.
- Generator test (without load) is every Wednesday at 9:00 a.m.
- Generator test (with load) is once a month on the first at 9:00 a.m.
- Working on weed maintenance and plant cleanup.
-

Plant #3

- West Alto Tank level (5 million each) = **54.7.' / 57.8' (Overflow)** (9/20/25).
- East Alto Tank level (5 million each) = Drained for rehab.
- Water production – **1,379,000 gallons** (9/20/25).
- Raw water to plant – **1,456,000 gallons** (9/20/25).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 9/25.
- Eagle Creek flow - **500 gpm.**
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was zero reduction.
- Working on weed maintenance and plant cleanup.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 9/25.
- Monitoring PRV's daily and repairing as needed.
- Completed physical PRV checks on all critical PRV's for September 2025.
- Wells are being rotated and shut down when adequate surface water is available.
- Installed a new VFD at Cherokee Well.
- Replaced Cherokee Well wire from wellhead to the control building.
- Maintenance Crews are cutting weeds at the storage tanks and at the wells.

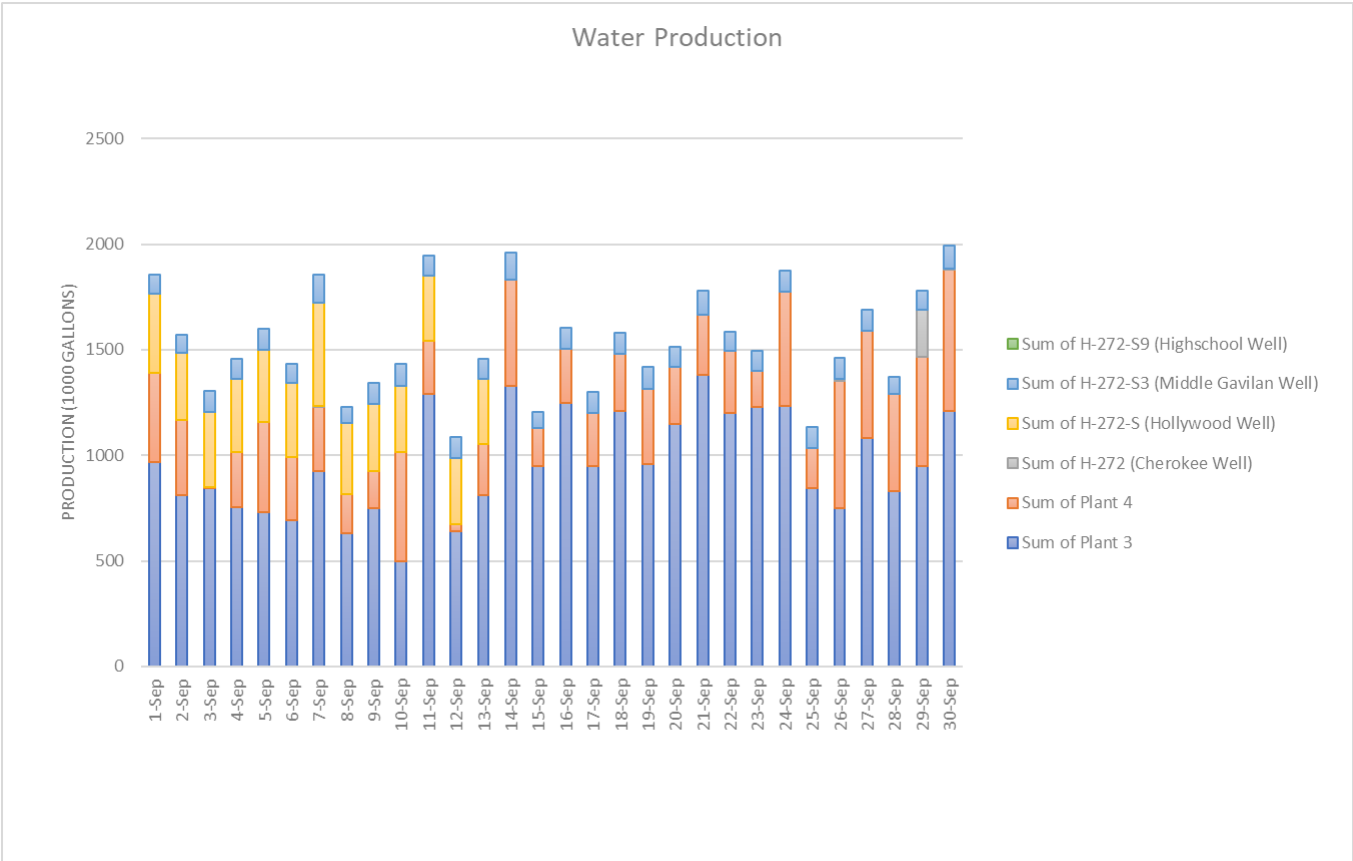
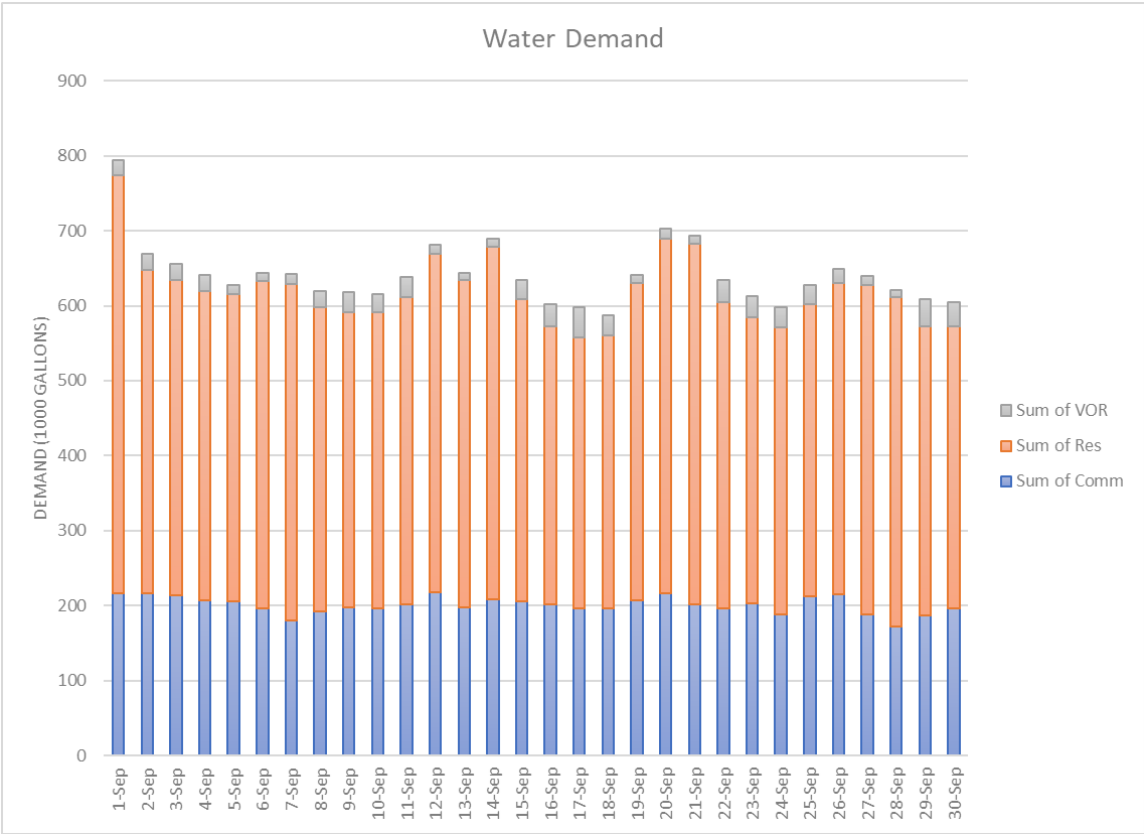
Projects

- Tank Rehabilitation Project – D&R Tank is coating the inside of the tank and will start painting the outside within the next two weeks.
- Upper Canyon Diversion (UCD) Project – Spartan Construction is working on the punch list items. They will be working on fixing the manual gates on 9/30/25.
- UPD – Mountain Electric is working on restoring the power to the diversion.
- UCD - Mountain Electric submitted a quote for repairing the actuator's wiring and the electric box.
- Tank Rehabilitation Phase 2 – SMA completed the survey and is working on the drawings.
- Alto Lake Dam spillway and routing analysis – Working on the Task Order for AECOM.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for September.
- Completed September TOC samples for plant 3 & 4.
- Completed September SUVA samples.
- Submitted September MOR to NMED on 9/05/2025.
- Submitted Seepage data to NMOSE- DSB on 9/10/2025.

WATER RESOURCE



WINGFIELD HERITAGE HOUSE MUSEUM

September at the Wingfield Heritage House Museum

- We had 58 regular visitors to the museum, down from a high of 126 in August. This appears to be a seasonal change. 34% were local, with an additional 31% from other areas of NM.
- The Friends of the WHHM are working on growing their membership. At the moment, they have 14 members, including 2 business members.
- The Friends of the WHHM have also been attending the Mid-town Market, talking to visitors and raising awareness of the museum.
- Our new Education Curator, Joely Trujillo, started this month. The staff has been brainstorming different program ideas, and Joely is working on about 3 family events for the fall.
- Our Manager and Curator, Stephanie Long, has been working on updating the exhibits and gift shop in anticipation of the Museum's anniversary event in October.
- 3 new episodes aired on Ruidoso Rewind: The Battle of Round Mountain, John Chisum, and Ruidoso Golf History.
- The Curator put together 18 facts about the Links Golf Course to add interest to the Municipal League's Conference Golf Tournament.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Cade Hall, Fire Chief

Meeting Date: October 14, 2025

Re: Update on Insurance Services Office (ISO) Rating

Item Summary:

Update on Insurance Services Office (ISO) Rating

Financial Impact:

None

Item Discussion:

Update on Insurance Services Office (ISO) Rating

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 3.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: October 14, 2025

Re: Update on Lead and Copper Rule

Item Summary:

Update on Lead and Copper Rule

Financial Impact:

None

Item Discussion:

Update on Lead and Copper Rule

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 1.

To:

Presenter(s): Yvonne Vigil, Deputy Village Clerk

Meeting Date: October 14, 2025

Re: Public Hearing for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Item Summary:

Public Hearing for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Financial Impact:

This license will bring \$250 in revenue per year.

Item Discussion:

Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Recommendations:

To Approve Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

ATTACHMENTS:

[Liquor_License_Application_-_Martin_and_Kristi_Espinosa__LLC \(1\).pdf](#)

August 20, 2025

USPS Certified Mail No.: 7021 2720 0001 2205 0047

7021 2720 0001 2205 0047

Village of Ruidoso

Attn: Jini S. Turri, Village Clerk
313 Cree Meadows Dr.
Ruidoso, NM 88355

License No. Appl. No.:	Application #BLA-9991
Name of Applicant:	Martin and Kristi Espinosa, LLC
Doing Business As:	The Crow at Marty's Golf House
Proposed Location:	1129 Mechem Dr., Suite C, Ruidoso, NM 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

The Applicant is seeking a RESTAURANT A (BEER AND WINE) Liquor License.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval, Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4165 | Main Office: 505 476-4875
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Page 1 must be signed with entire Application; LOD Approval Letter and both Notices of Publication*)
2. Copy of the Zoning Statement





Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Business Information

Business Information

Business Name: Martin and Kristi Espinosa, LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX4-00-8
Business Email: martingespinoso@yahoo.com

Type of Business: Alcohol
FEIN: XX-XXX8843

Business Phone: 5759371472

Contact Person Information

Contact Person Name: Martin G. Espinosa
Contact Person Email: martingespinoso@yahoo.com

Contact Person Phone: 5759371472

Business Mailing Address

Mailing Street: 1129 Mechem Dr, Suite C
Mailing State: NM
Mailing Country: US

Mailing City: Ruidoso
Mailing Zip Code: 88345

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Premises Information

Premises DBA

Premises Doing Business As (DBA): The Crow at Marty's Golf House

Proposed Premises Physical Address

Physical Street: 1129 Mechem Dr, Suite C

Physical Zip Code: 88345

Physical County: Lincoln

Local Option District: Ruidoso

Physical City: Ruidoso

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Sonoran Plaza

Specify Date and Terms of Lease/Operating Agreement: 04/08/2025 - 04/07/2028

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2

Distance from nearest School

Name of School: White Mountain Elementary

School City: Ruidoso

School Zip Code: 88345

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

School Street: White Mountain Drive

School State: New Mexico

School Country: United States

Distance from nearest Church

Name of Church: Church of Jesus Christ of Latter-day Saints

Church City: Ruidoso

Church Zip Code: 88345

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Church Street: Mechem Drive

Church State: New Mexico

Church Country: United States



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	250.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Martin G. Espinosa

Date: 05/06/2025



May 1, 2025

CONFIRMATION OF ZONING REGULATIONS:

1129 Mechem Drive Ste. C, Ruidoso, New Mexico 88345

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:

Sonoran Plaza LLC

Subdivision: Airport West

Legal Description: Lot 5B, Block 1

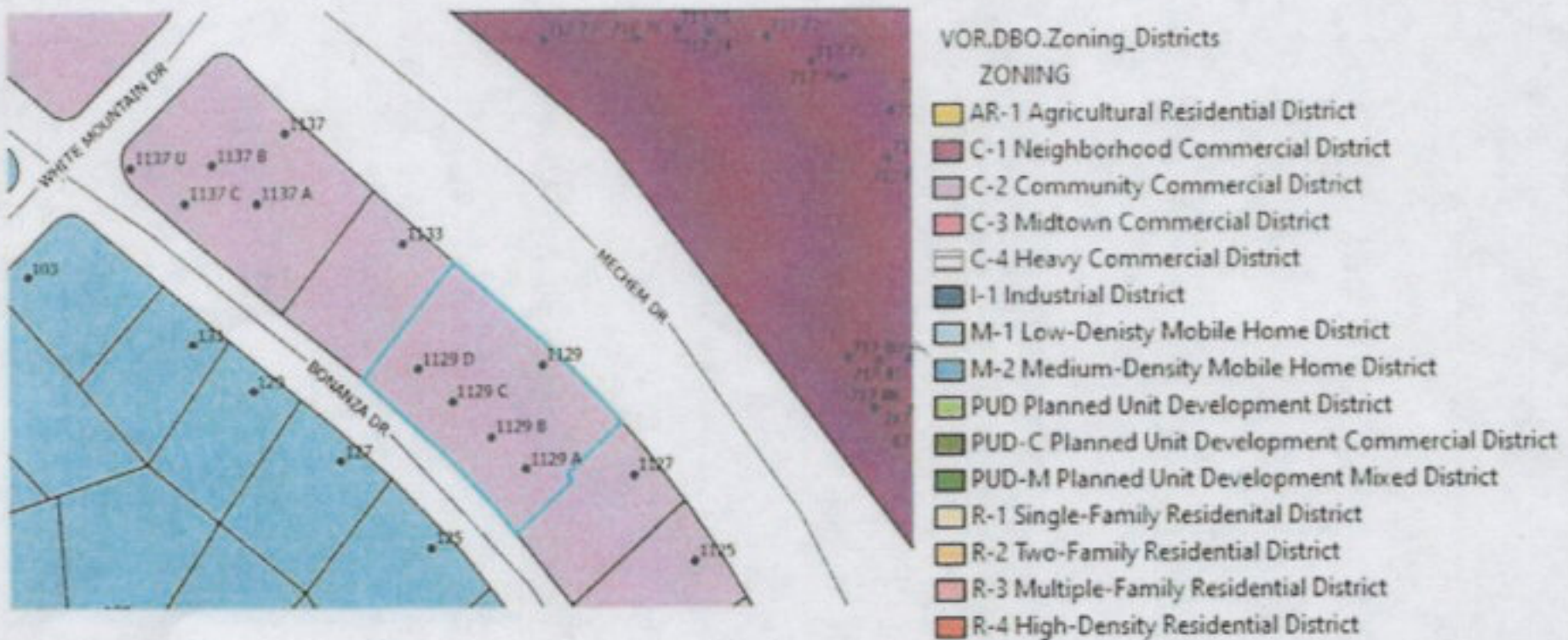
Physical Address: 1129 Mechem Ste C.

Ruidoso, New Mexico 88345

Zoning Designation:

C-2 Community Commercial District

Property Size: 28,430 sq. ft.



Confirmation of Zoning District Designation:

Sec. 54-100. – C-2 Community Commercial District

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities.

Sec. 54-100. - C-2 community commercial district.

(b) Principal permitted uses. Principal permitted uses in the C-2 district are as follows, subject to the provisions of subsection (c) of this section (conditional uses):

(25) Retail sales and services.

(24) Restaurants, bars and package liquor sales.

Confirmation of Applicable Codes:

This property is not within 300 feet of a daycare facility or school. The sale of alcohol is permissive within the C-2 Community Commercial District

Please be advised that this should not be construed as a zoning determination or any form of approval, nor should it be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie Warren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator/Planner

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 2.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: October 14, 2025

Re: Public Hearing for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM

Item Summary:

Public Hearing for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM

Financial Impact:

This license will bring \$250 of revenue yearly.

Item Discussion:

Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM

Recommendations:

To Approve a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Approval of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM .

ATTACHMENTS:

[Liquor_License_Application_-_K-Bobs \(1\).pdf](#)

August 25, 2025

Certified Mail No.: 7021 2720 0001 2205 1341

Village of Ruidoso

Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.: BLA-0000011492
Name of Applicant: Tinsley Hospitality Group, LLC
Doing Business As: K-Bob's Steakhouse in Ruidoso, NM
Proposed Location: 157 U.S. Hwy. 70, Ruidoso, New Mexico 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted a **Conditional Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee.
- (B) The action proposed to be taken.
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Pursuant to Rule 15.10.32.8 If the proposed licensed premises is within 400 feet of a church or school, and the applicant does not admit the proposed licensed premises is within 300 feet of a church or school, the application must be accompanied by a certified report of a registered engineer or duly licensed surveyor or may obtain a waiver from a local option district governing body for the proposed location. The applicant currently is seeking a waiver.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves of the issuance or transfer of the license, it shall notify ABC within thirty (30) days, setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad Alderete

Digitally signed by Trinidad
Alderete
Date: 2025.08.25 12:15:50 -06'00'

Trinidad Alderete

Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 469-3172

Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) *(must be signed and returned w/notices of publication)*
2. Page 2 of the Application (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000011492



Business Information

Business Information

Business Name: Tinsley Hospitality Group LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX4-00-3
Business Email: ed@tinsleyiv.com

Type of Business: Alcohol
FEIN: XX-XXX2177

Business Phone: 5056145712

Contact Person Information

Contact Person Name: Edward Tinsley
Contact Person Email: ed@tinsleyiv.com

Contact Person Phone: 5056145712

Business Mailing Address

Mailing Street: 401 Church St Flr 30 Ste3000
Mailing State: TN
Mailing Country: US

Mailing City: Nashville
Mailing Zip Code: 37219

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20 _____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000011492



Premises Information

Premises DBA

Premises Doing Business As (DBA): KBOB'S STEAKHOUSE IN RUIDOSO, NM

Proposed Premises Physical Address

Physical Street: 157 U.S. Hwy 70

Physical Zip Code: 88345

Physical County: Lincoln

Local Option District: Ruidoso

Physical City: Ruidoso

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2 Community Commercial District

Distance from nearest School

Name of School: Nob Hill Early Childhood Center

School City: Ruidoso

School Zip Code: 88345

School Distance (in feet): More than 400 but less than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

School Street: 105 N Sutton Dr

School State: New Mexico

School Country: United States

Distance from nearest Church

Name of Church: First Presbyterian Church

Church City: Ruidoso

Church Zip Code: 88345

Church Distance (in feet): Less than 300

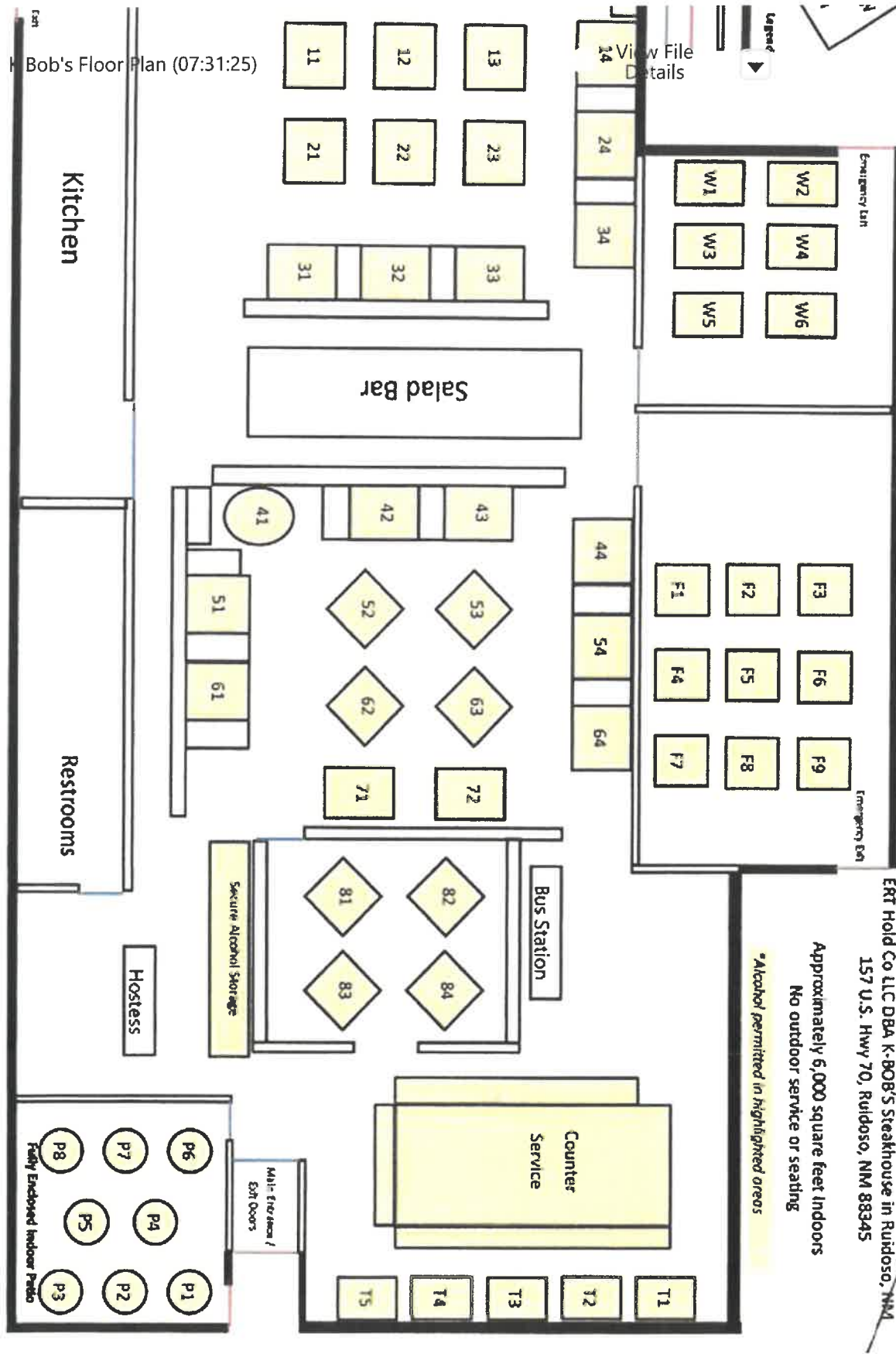
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

The Liquor Control Act prohibits the issuance of a license to a proposed premises within 300 feet of a church or school. However, a license may be granted for a proposed premises if the applicant has obtained a waiver from the local option district governing body for the proposed premises location.

Church Street: 101 N Sutton Dr

Church State: New Mexico

Church Country: United States





June 12, 2025

CONFIRMATION OF ZONING REGULATIONS:
26002 US Highway 70, Ruidoso, New Mexico 88345

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:

Tinsley Hospitality Group LLC

Tenant: K-Bobs

Subdivision: N/A

Legal Description: T11S R13E

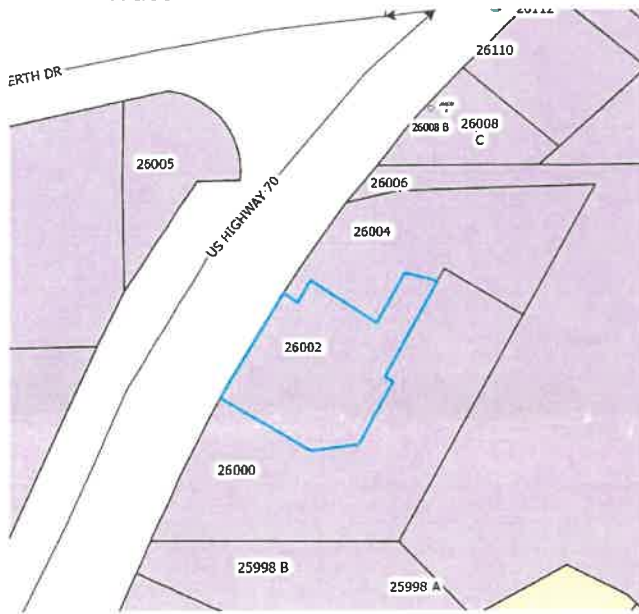
Section 25; Tract 1A of the K-Bob's Tract

Physical Address: 26002 US Highway 70, Ruidoso, New Mexico 88345

Zoning Designation:

C-2 Community Commercial District

Property Size: 39,911 sq. ft



VOR.DBO.Zoning_Districts

ZONING

- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Density Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residential District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

Confirmation of Zoning District Designation:

The location of the property was found to be 300 ft of a Church; this property is not located within 300 ft of a registered School or Daycare Facility.

Sec. 54-70 Nonresidential Districts (b) C-2 Community Commercial District

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities. The requested use for a restaurant serving alcohol, and bars are permissive use within the C-2 Community Commercial District:

A blank cell indicates the use is prohibited within the respective district.

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings ¹	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home ¹⁰	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)

¹ Single family dwellings include site-built homes and multi-section manufactured homes that meet the standards of the New Mexico Manufactured Housing and Zoning Act, NMSA 3-21A-2.A..

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Hospitality/Lodging																
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Personal and convenience services								P	P	P	C	C		P	P	
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P			P		P	P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)

Table 54.53.1 Allowable Uses

P = Permissive Use T = Temporary Use

C = Conditional Use

A = Accessory Use

Blank means use is not allowed in the district

	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Firewood sales, splitting and storage									C		P	P			P	Sec.54-85(f)(12)
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
open space																
Entertainment, recreational, health and exercise facility, indoor								P	P	P	P	C		P		
Entertainment, recreational, health and exercise facility, outdoor									C			P		P	P	Sec. 54-85(g)(2)
Shooting range, indoor and outdoor									C		C	C			C	Sec. 54-85(g)(2)
Swimming pool, commercial									C	C	C			C		Se.54-85(g)(3)
Utilities/Telecommunication																
Utilities, Major	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Utilities, Minor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless telecommunications	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec.54-85(h)(1)
Accessory Uses																
Accessory dwelling unit	A												A	A		Sec.54-85(i)(1)
Caretaker unit											A	A		A	A	Sec. 54-85(i)(2)
Drive up or drive through service window								A	A		A	A		A	A	Sec. 54-85(i)(3)
Home Occupation	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(4)
Family Child Care Home	A	A	A	A	A	A	A						A	A		Sec. 54-85(i)(5)
Outdoor storage, within enclosed yard									A		A	A		A	A	
Electrical Vehicle Charging Station, Commercial or Public			A	A				A	A	A	A	A	A	A	A	Sec. 54-85(i)(6)
Temporary Uses																
Special event								T	T	T	T	T		T	T	Special events permit
Outdoor sales								T		T						Sec.54-85(j)(1)
Circus, carnival, or similar enterprise								T	T		T			T		Sec.54-85(j)(2)

Please be advised that this should not be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie.Warren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator & Planner

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 3.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: October 14, 2025

Re: Public Hearing for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

Item Summary:

Public Hearing for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

Financial Impact:

None

Item Discussion:

Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards; Chapter 54 Land Use, Article II Zoning, Division 4 Development Standards, Section 54-149 Architectural Design Standards. The Architectural Design Committee met with members of the Midtown Association and the Chamber of Commerce on August 12, 2025, and members of the Lincoln County Board of Realtors and the Lincoln County Homebuilders Association on August 19, 2025. The Planning Commission held a Public Hearing on June 3, 2025, and September 2, 2025, and recommends approval of the amendments to the Village of Ruidoso Council.

Recommendations:

To Approve Adoption of Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

ATTACHMENTS:

[Ordinance 2025-04.pdf](#)

[P&Z 9-2-25 Minutes.pdf](#)

VILLAGE OF RUIDOSO

ORDINANCE 2025-04

AN ORDINANCE AMENDING THE VILLAGE OF RUIDOSO MUNICIPAL CODE OF ORDINANCE;
CHAPTER 54-LAND USE ARTICLE II-ZONING DIVISION 7- DEVELOPMENT STANDARDS
SECTION 54-133 ARCHITECTURAL DESIGN STANDARDS

WHEREAS, the Village of Ruidoso has previously adopted an ordinance governing the Architectural Design Standards for the Village of Ruidoso;

WHEREAS, the Architectural Design Committee met with members of the Midtown Association and the Chamber of Commerce on August 12, 2025, and members of the Lincoln County Board of Realtors and the Lincoln County Homebuilders Association on August 19, 2025, to gather feedback;

WHEREAS, the Village of Ruidoso Planning Commission held a Public Hearing on June 3, 2025, and September 2, 2025, and recommends approval of the amendments to the Village of Ruidoso Council to adopt the proposed amendments governing the Architectural Design Standards for the Village of Ruidoso;

WHEREAS, the Village of Ruidoso municipal code Section 54-133 (c)(2) shall be amended to remove and strengthen language pertaining to architectural design standards governing metal siding allowances and requirements within the Village of Ruidoso;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO

THAT: Chapter 54 Article II Section 54-133 is hereby amended by the removal of text and creation of new text as follows:

Bold Underline is text that is proposed for adoption. Strike-out is language deleted.

Chapter 54 – LAND USE

ARTICLE II. - ZONING

DIVISION 7. DEVELOPMENT STANDARDS

Sec. 54-133- ARCHITECTURAL DESIGN STANDARDS

(a) *Purpose; objectives.* The architectural design standards set forth in this section are intended to encourage innovative design with a reasonable degree of freedom of choice while showing a concern for visual amenities and preserving the special qualities inherent in the village that attract tourists and residents alike and that are the basis of the village's economic stability and growth. Objectives of architectural design standards are to:

- (1) Protect property;
- (2) Maintain the high character of community development; and
- (3) Protect real estate from impairment or destruction of value.

(b) *Definitions.* As used in this section, the following terms shall have the meanings designated in this subsection:

- (1) *Accessory building* is as defined in [section 54-66](#).

- (2) *Enamel* means a glassy, opaque substance fused to metal as a protective coating.
- (3) *Exposed* means open to view.
- (c) *Metal siding; cinderblock and cement.* Metal siding, cinderblock and cement on buildings are permitted in all districts with the following limitations:
- (1) Cinderblock and cement walls on structures or portions of structures are permitted in all districts.
- (2) **All galvanized siding types shall be prohibited.**

The planning administrator may approve metal siding on structures in all districts upon finding that:

- a. ~~Such siding is characteristic of building types within the area; and~~
- b. ~~Metal siding is permitted in residential districts as follows:~~
- I. ~~On mobile homes permitted by this Code;~~
- II. ~~On residences and accessory structures, except that raised rib metal, v rib metal, R panel siding types are prohibited;~~
- III. ~~On prefabricated storage structures meeting the requirements of subsection [54-121](#)(h)(5) and provided that the storage structure does not exceed 120 square feet.~~

(3) The planning administrator shall approve exposed metal siding on structures in all districts when meeting the following requirements:

- a. **On manufactured homes within appropriate residential districts as permitted by this code; or**
- b. **Metal Siding must be a gauge of 26 or heavier; example 18; and**
- c. **A mixed material ratio of each and every exterior wall of:**
1. **Up to 70% metal, which is printed to resemble wood or stone, or color enameled; and**
2. **No less than 30% ratio of other materials such as rock, stucco, wood, cementitious siding, vinyl or brick.**

(Code 1985, § 10-5-19; Ord. No. 96-15, 9-10-96; Ord. No. 99-02, 3-30-99; Ord. No. 2019-02 , 3-12-19)

Passed, Approved and Adopted this ____ day of _____, 20__.

Lynn D. Crawford, Mayor

SEAL

ATTEST:

Jini Turri, Village Clerk

**VILLAGE OF RUIDOSO PLANNING COMMISSION
REGULAR MEETING
Tuesday, September 2, 2025**

CALL TO ORDER AND ROLL CALL:

Chairman Rigsby called the regular meeting to order at 2:00 PM. Commissioners Byars, Hall, Richardson, and Rigsby recorded as present. Commissioners Michelena and Williams were recorded as present via Zoom. Commissioner Baugh was recorded as absent. The Village staff present were Alex Koenig, Community Development Director, and Stephanie Warren, GIS Coordinator & Planner. There were 30 guests present.

DECLARATIONS OF CONFLICT OF INTEREST:

None were stated.

CERTIFICATION OF COMPLIANCE WITH RESOLUTION 2025-01:

Stephanie Warren certified that the notice of the meeting was posted in accordance with Resolution 2025-01 and section 54-93 of the Village Municipal Code.

APPROVAL OF AGENDA:

Mrs. Warren stated that the agenda items for 6a would need to be removed from the agenda due to the applicant withdrawing their application. Commissioner Hall made a motion to approve the agenda with the removal of item 6a, seconded by Commissioner Richardson.

Mrs. Warren called roll to record votes:

Commissioner Byars: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Richardson: Aye
Commissioner Rigsby: Aye
Commissioner Williams: Aye
Motion carried with all Ayes.

APPROVAL OF MINUTES:

Commissioner Hall made a motion to approve the minutes of the regular meeting for July 1, 2025, seconded by Commissioner Richardson.

Mrs. Warren called roll to record votes:

Commissioner Byars: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Richardson: Aye
Commissioner Rigsby: Aye
Commissioner Williams: Aye
Motion carried with all Ayes

PUBLIC INPUT: (Limited to items, not on Public Hearing Agenda and up to 3 minutes per speaker).
None

6. QUASI-JUDICIAL PUBLIC HEARINGS (*all parties with standing shall have an opportunity for cross-examination.*)

- b) Variance Approval Case #PV2025-162-**Donna McMahon is requesting a variance of 8.6 feet into the 20-foot south front-yard setback and 8 feet into the 20-foot west front-yard setback to enclose an existing carport located at 110 Heath Drive, Lot 24, of the Enchanted Hills Subdivision, Ruidoso, New Mexico.

Director Koenig stated we have a request to enclose an existing carport, which requires a variance to encroach 8.6 feet into the 20-foot south front-yard setback and 8 feet into the 20-foot west front-yard setback located at 110 Heath Drive. This is a corner lot. The applicant is present for questions.

Ms. McMahon stated that she would like to start by apologizing for initiating construction before obtaining the proper permits. The need to enclose the carport is for storage for her daughter, as she is relocating to Ruidoso after graduation. The carport was built in 1973. It would be costly and inefficient to place a storage unit on the property that is not near the entrance to the home.

Chairman Rigsby asked for the staff's recommendations for the case.

Mrs. Warren stated that, upon reviewing the application, it has been determined that the current open structure, being a carport, meets the requirements of the open carport setbacks within the corner lot setbacks, in accordance with the Municipal Code. The request to enclose the current structure changes the structure type and requires the approval of a variance to complete the building permit process. Staff notes that the property is in conformance with property size requirements under section 54-69(a); there are no findings of irregular shapes or limitations due to topography to place a structure on the property that would support the variance under section 54-98; no additional setback deviations for corner lots were found in section 54-124 of the Municipal Code. With no evidence of extraordinary hardship or practical difficulty in relocating a storage structure, the staff recommends denying this request. Furthermore, it is worth noting that the amount of encroachment within the corner lot setbacks is substantial. Staff notes that the applicant is requesting the enclosure of the existing structure to serve as additional storage, following receipt of a red tag for the unpermitted construction. It was determined that building permits could not be issued until the applicant receives a variance for the enclosure of the structure. Staff notes that, if approved by the Planning Commission, the proposed variance request will not negatively impact vehicular or pedestrian traffic due to the structure's location away from the intersection of Heath Dr. and Encanto Rd.

Chairman Rigsby opened the Public Hearing at 2:12 pm.

No comments were made.

Chairman Rigsby closed the Public Hearing at 2:13 pm.

Commissioner Hall stated that the photos show portions enclosed and asked if the construction was done by the homeowner or a contractor. Ms. McMahon stated that Village Ace Hardware referred them to use a man named Roger. She and her husband are contractors and knew better to get permits and were embarrassed. Commissioner Hall asked if Roger was licensed. Ms. McMahon stated she was unsure.

Commissioner Richardson asked if the construction was all that was done, and Ms. McMahon stated it was.

Chairman Rigsby asked about the fence in the pictures. Ms. McMahon stated that it was previously there; it is a fence that runs along the property, not the perimeter.

Commissioner Byars stated that three sides must remain open to meet the carport allowance and inquired if the plan is to enclose the whole garage or only a bay. Ms. McMahon stated it would be the bay, but it may be the whole garage.

Commissioner Hall stated, based upon the foregoing findings of fact per §54-69 (a), §54-98, and §54-124 of the Village Code, I move to **GRANT** the requested variance for Case #PV-2025-162 with the conditions stated in the case report, seconded by Commissioner Williams.

Stephanie Warren called roll to record votes:

Commissioner Byars: No

Commissioner Hall: No

Commissioner Michelena: No

Commissioner Richardson: No

Commissioner Rigsby: No

Commissioner Williams: No

Motion did not pass by a unanimous vote. The reasons for the denial were stated and agreed upon by the Commission, which found that the applicant did not demonstrate an extraordinary hardship, including but not limited to size, shape, topography, location, surroundings, physical characteristics, or natural forces, that would justify an unjustified limitation on the reasonable use of the property. The applicant has other locations within the property for a storage structure.

- c) Site plan and Concept Approval Case #SP2025-166-** Anthony Santi and Todd Oberheu on behalf of the Southwest Health Foundation, is requesting approval of a Commercial Site Plan for the development of a Helipad to be constructed for use of Medevac Flight Transports to support the Lincoln County Medical Complex, located at 103 S. Sutton Dr., Tract I, of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Director Koenig stated that we have a site plan requesting approval for the development of a helipad to be constructed for the use of Medevac Flight Transports, supporting the Lincoln County Medical Complex, located at 103 S. Sutton Dr. The applicants are present for questions.

Chairman Rigsby swore in Todd Oberheu and Anthony Santi.

Mr. Oberheu stated he was the Chief Executive of the Presbyterian Hospital, and the Southwest Health Foundation was a parent entity.

Mr. Santi stated he was the designer with Dekart.

Mr. Oberheu stated that we have the only hospital in New Mexico without a helipad. Previously, airflights were conducted only at the Sierra Blanca Regional Airport, a 30-minute drive away. Five years ago, they were able to use the All-American Park in Ruidoso Downs, which reduced the total drive and transfer time to 30 minutes. There is a significant impact on the times for patient transfers, and having a helipad at the location will make that transition smoother and more efficient during critical times of life safety.

Chairman Rigsby requested the staff's recommendation.

Mrs. Warren stated that, upon reviewing the application and existing conditions, the staff finds that the proposed request appears to be generally consistent with the Village Code and hereby recommends the following conditions.

The following conditions are hereby recommended:

1. This approval is only issued for the use of a Helipad to be used as an incidental use to the Lincoln County Medical Complex. If the use is no longer needed, or if either property is sold and used for another use other than a hospital, the Helipad is to be removed, and the surface restored to its natural state. This Approval does not grant any permissions to use the site for any personal flights in the present or future; and
2. Applicant shall submit all corrections as required by the Development Review with permit applications; and
3. Building permit applications pertaining to approved site development plans may be submitted and reviewed but shall not be issued prior to the end of the appeal period or if the determination by the planning commission is being appealed; and
4. Applicant shall obtain all necessary building permits for the construction within 6 months of approval, and construction must be completed within 1 year of approval; and
5. The applicant shall make no changes in plans without obtaining the Planning Commission's approval; and
6. By accepting approval of this Site Plan, the Applicant agrees to comply in a timely manner with the standards and conditions set. Failure to comply may lead to Court enforcement.

Chairman Rigsby opened the Public Hearing at 2:30 pm.

Chairman Rigsby swore in Jim Burt.

Mr. Burt stated that he was a representative of Native Air and could provide any information his company needed.

Chairman Rigsby swore in Francis Williams.

Ms. Williams stated she was a resident of Lincoln County and supports the helipad to improve the hospital. This will be a benefit, especially when faced with flooding and routes are impacted.

Chairman Rigsby swore in Samantha Serna.

Ms. Serna stated she is a resident of Ruidoso and represents the district as a County Commissioner. She stated she feels the use as incidental should be contiguous to the property; the location crosses a road and would not be contiguous. She has concerns that the notification area did not include the neighborhoods near the location that could be impacted by the flight travel and noise. She supports the need for the helipad as it will strengthen our community, but we also need to protect private property rights. She encourages the flight path not to impact the residential homes and requests that protocols be established to support the community and respect the neighborhoods.

Chairman Rigsby swore in Ellen Houghs.

Ms. Houghs stated she is a resident and works closely in her career with transportation. The heli transport will improve the care for medical needs without additional delays.

Commissioner Rigsby closed the Public Hearing at 2:38 pm.

Commissioner Williams asked, on average, how many flights do we have? Mr. Oberheu stated that about 3 to 4 a month, it's not a fixed number, as we cannot predict how many will be needed. Any fixed-wing airflights needed will still have to be transported to Sierra Blanca Regional Airport. Commissioner Williams asked if there would be fuel on-site. Mr. Oberheu stated there would not be.

Chairman Rigsby asked where the flights go now. Mr. Oberheu stated they go to Alamogordo, Roswell, Las Cruces, or El Paso.

Commissioner Byars asked if there is any data on flights during the day vs. the night? Sandy Nunally, the Lincoln County EMS Manager, stated that times are throughout the day, and there are instances where nights and weekends seem to increase.

Commissioner Richardson asked if this location is closer to residential homes or if the All American Park in the Downs is closer to residential homes. Mr. Oberheu stated that the All American Park was significantly closer to residential homes than the proposed location. Mrs. Warren stated the closest residences are between 300 to 400 feet from the site.

Commissioner Richardson asked if there was any other building on the site anticipated. Mr. Oberheu stated that, potentially, there could be future development on the southwest part of the property. Mrs. Warren stated that any additional development would require going through the site development process to ensure compatibility.

Commissioner Hall asked if this would allow any helicopter to land in the event of fires. Mr. Santi stated the pad is calculated only for specific flights due to weight. Mr. Oberheu stated that they had previously had a Black Hawk helicopter parked during the fires. But this will be for medical transports only.

Commissioner Rigsby inquired about what would happen if the hospital were to close, as it does not own the land on which it is built. Mr. Oberheu stated that they are currently in a 20-year contract and there is no anticipation for the relocation of the hospital. Mrs. Warren stated that the staff recommended a condition that would safeguard the development if that were to occur. The property would need to be returned to its original state with the removal of the improvements. The use of this outside of the hospital would be prohibited within this district.

Commissioner Williams asked if the pad would be fenced, and Mr. Santi stated it would be enclosed as required by the FAA. Mr. Oberheu also stated the street would be secure during the time of transport as well.

Commissioner Richardson asked if the decibels of the helicopters were comparable to the decibels of ambulances. Mr. Santi, Oberheu, and Burt did not have answers to this question.

Commissioner Michelena stated that he would like to ensure that those needing the service, as time is of the essence, can be quickly moved to a facility that can provide the necessary services and support the plan.

Mr. Oberheu stated that he would like it to be known that a study for the site was conducted under archaeological requirements, and as a result, there will be no additional disturbance to the property, and no further study would be required. They are aware of the previous native American findings on this site.

Chairman Rigsby stated that he would like to echo the comments made, as this would benefit the community.

Commissioner Richardson stated, based upon the foregoing findings of fact per §54-100, §54-85, and § 54-70 of the Village Code, I move to **GRANT** the requested Site Development Plan for Case #SP 2025-166 with the conditions stated in the case report, seconded by Commissioner Byars.

Mrs. Warren called roll to record votes:

Commissioner Byars: Aye

Commissioner Hall: Aye

Commissioner Michelena: Aye

Commissioner Richardson: Aye

Commissioner Rigsby: Aye

Commissioner Williams: Aye

Motion carried unanimously with all Ayes.

OLD BUSINESS:

- a) **Continuance Ordinance 2025-04, an ordinance amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54 Land Use, Article II Zoning, Division 4. Development Standards, Section 54-149 Architectural Design Standards.**

***Recommendation of approval or denial to the Village Council for adoption**

Director Koenig stated that we are continuing the public hearing and have held additional meetings with the subcommittee and members of the public.

Chairman Rigsby opened the public hearing at 3:01 pm.

Wendall Bostwick stated he was in attendance on behalf of the company, My Metal. He appreciates the efforts of the Commission and the Subcommittee in their efforts to find balance within the code. He would like to let it be known on behalf of the clients he has talked to about the cost of the mixed materials he has found for his projects. For a wood wainscot, he averages \$34.00 per square foot cost. Wood-grain metal comes in at \$2.50 per square foot, and stucco comes in at \$12 to \$16 per square foot. In addition, he would like to know if the requirement would be waived if they have a fence.

Chairman Rigsby closed the public hearing at 3:04 pm.

The Commission went into detail, assessing the proposal line by line to ensure accuracy and clear language. There was a consensus to not allow for deviation from the mixed requirements due to a fence, as fences are not a guarantee that the design standards are being met. The mixed material costs were discussed and found to be within a feasible range, due to the limited material cost, which favored the use of metal over other material options.

The commission held deliberations over the proposed amendments to the Architectural Design Standards revision and discussed the findings and meetings from the committee. The proposed changes read as follows:

(c) *Metal siding; cinderblock and cement.* Metal siding, cinderblock and cement on buildings are permitted in all districts with the following limitations:

(1) Cinderblock and cement walls on structures or portions of structures are permitted in all districts.

(2) **All galvanized siding types shall be prohibited.**

(3) The planning administrator shall approve exposed metal siding on structures in all districts when meeting the following requirements:

- a. **On manufactured homes within appropriate residential districts as permitted by this code;**
or
- b. **Metal Siding must be a gauge of 26 or heavier; for example, 18, and**
- c. **A mixed material ratio of each and every exterior wall of:**
 - 1. **Up to 70% metal, which is printed to resemble wood or stone, or color enameled; and**
 - 2. **No less than 30% ratio of other materials such as rock, stucco, wood, cementitious siding, vinyl or brick.**

Commissioner Williams made a motion to recommend approval of Ordinance 2025-04, an ordinance amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Section 54-194 Architectural Design Standards, to Council for adoption, seconded by Commissioner Richardson.

Mrs. Warren called roll to record votes:

Commissioner Byars: Aye

Commissioner Hall: Aye

Commissioner Michelena: Aye
Commissioner Richardson: Aye
Commissioner Rigsby: Aye
Commissioner Williams: Aye

Motion carried unanimously with all Ayes.

COMMUNITY DEVELOPMENT REPORT:

Director Koenig stated that 2 months of department reports are in the packet, as the previous meeting was cancelled.

Director Koenig provided updates on the Short-Term Rental Software, which is set to go live on September 8, 2025. A Watershed meeting is scheduled for September 17th. Additionally, a Planning Commission training session will be held at Village Hall, hosted by the Municipal League, on Friday, September 5th.

Mrs. Warren announced her resignation from the Village of Ruidoso and thanked the Commission for their hard work and gratitude for working together over the past years.

COMMISSIONER'S COMMENTS:

Commissioner Williams expressed concerns about the stability of the building for the Schlotzsky's complex.

Commissioner Hall stated he has concerns about the decrease in the number of permits for short-term rentals and the increase in non-compliant properties. I am hopeful that the new software will ensure these numbers become manageable.

ADJOURNMENT:

With no further business for the Commission to consider, the meeting was adjourned at 4:05 pm.

MINUTES ARE DRAFT UNTIL APPROVED AT THE NEXT REGULAR MEETING

Passed and approved this _____ day of _____, 2025.

APPROVED: _____
Jacob Rigsby, Chairman

ATTEST: _____
Alex Koenig, Community Development Director

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.

Financial Impact:

None

Item Discussion:

Discussion and Possible Action on Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.

Recommendations:

To Approve Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.

ATTACHMENTS:

[Resolution 2025-36 - Colonias.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION NO. 2025-36

A RESOLUTION DESIGNATING THE VILLAGE OF RUIDOSO AS A COLONIA

WHEREAS, The Village of Ruidoso has been in existence with lacking basic infrastructure since 1945 and is located within 150 miles of the U.S./Mexican border and are within 150 miles of the U.S./Mexican border;

WHEREAS, adequate infrastructure such as water and wastewater systems, solid waste disposal facilities, flood and drainage controls, roads and housing infrastructure are essential to improved health, safety and welfare of all New Mexicans, including residents of the colonias communities;

WHEREAS, the conditions of a lack of potable water supply; lack of adequate sewage system; lack of decent, safe and sanitary housing; lack of adequate flood and drainage control and roads exist in the Village of Ruidoso;

WHEREAS, the Village of Ruidoso is committed to facilitating the social/political/economic development of communities within its jurisdiction; and

WHEREAS, the Village of Ruidoso meets the colonia criteria as specified in the Cranston Gonzales National Affordable Housing Act of 1990 as amended making it eligible for certain loans and grants.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, that the area encompassed by and served by the water system of the Village of Ruidoso be designated a “Colonia” by the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED this 14th day of October, 2025.

Lynn D. Crawford, Mayor

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 2.

To:

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

Financial Impact:

None.

Item Discussion:

Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation

Recommendations:

To Approve Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

ATTACHMENTS:

[Resolution 2025-33-VACATION LEAVE.docx](#)
[Comparison.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2025-33

A RESOLUTION AMENDING ORDINANCE 2014-06 VILLAGE OF RUIDOSO PERSONNEL POLICY CHAPTER 6 SECTION 8: VACATION.

WHEREAS, the Village of Ruidoso Council adopted the Village of Ruidoso Personnel Policies by Ordinance 2014-06 in July 2014; and

WHEREAS, the Village Council believes that it is advisable to review the personnel policies from time to time and make changes as necessary; and

WHEREAS, the Village Council may amend the Village of Ruidoso's Personnel Policies by resolution; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, hereby adopts the AMENDED Personnel Policies, Ordinance 2014-06, Chapter 6 Section 8: Vacation.

1. The current adopted policy language is listed in black, the ~~strike-out~~ language is to be removed, and the revisions to the policy are indicated in **red**.

CHAPTER 6-8 VACATION

6-8 Vacation

Vacation leave is intended primarily to provide each employee with paid vacation ~~each year~~, although it may be used for other employee needs requiring absence during work hours. Employees are expected to use vacation leave each year in order to take time off for the good of their physical and emotional wellbeing. Leave should be planned and requested as far in advance as practicable, ~~in order~~ to allow the Department Director/Manager to plan for the operations of the department. **A minimum of a two weeks' notice** is requested of the employee to allow time for the Department Director/Manager to make scheduling adjustments.

Each full-time employee shall receive leave based on their length of service in accordance with the following rate table. Each part-time employee shall earn one half of the same table.

Months of Service	All employees (except Fire). Part-time employees receive half of these hours. General employees will receive Vacation hours at the completion of 6 months, 12 months, and annually thereafter on anniversary	24-Hours Shifts (Fire)
6 months	40 hours/1 week	53.20 hours
12 months	40 hours/1 week	53.20 hours
13 thru 60 months continuous service	80 hours annually/2 weeks	106.40 hours
61 thru 120 months continuous service	120 hours annually/3 weeks	169.60 hours
121 thru 240 months continuous service	160 hours annually/4 weeks	266 hours
241 months or above	200 hours annually/5 weeks	266 hours

Months of Service	Accrual Rates for all general employees. Part-time employees will receive half of these hours.	Accrual Rates for Fire employees (24-hour shifts)
6 through 36 months continuous service	4 hours/ pay period	5.30 hours/pay period
37 through 60 months continuous service	5 hours/pay period	6.15 hours/pay period
61 through 119 months continuous service	6.5 hours/pay period	7.75 hours/pay period
120 through 149 months continuous service	7 hours/pay period	9.15 hours/pay period
150 through 239 months of continuous service	7.5 hours/pay period	10.30 hours/pay period
240 or more months of continuous service	8.5 hours/pay period	11.20 hours/pay period

- Vacation leave accrual shall not begin until six (6) months of service.
- Vacation leave is credited to employees on the last day of each pay period.
- Probationary employees shall be credited fifty-two (52) hours for regular employees and 68.9 hours for fire employees following completion of six (6) months of service and thereafter shall accrue vacation leave in accordance with the Personnel Policy.
- Vacation leave balance shall not exceed 260 hours (330 hours for Fire shift employees).
- ~~Vacation leave is credited to an employee at six (6) months of service, twelve (12) months of service, and annually thereafter at the employee's anniversary date.~~
- Vacation leave may be used for sick leave if sick leave has been exhausted.
- ~~All terminating employees who have been employed for more than six (6) months will be eligible for payment of earned vacation leave.~~
- Vacation leave will be scheduled to allow minimum interference with the employee's work requirements. The Department Director/Manager will determine approval.
- Vacation leave benefits are not available to temporary employees.

- All terminating employees who have been employed for more than six (6) months will be eligible for payment of earned vacation leave.

PASSED, APPROVED, AND ADOPTED ON THIS 14th DAY OF OCTOBER 2025.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

Municipality	Vacation Leave (0-5 Years of Service)	Vacation Leave (6-10 Years of Service)	Vacation Leave (10+ Years of Service)	MAX ACCRUAL	PERA (EE)	PERA (ER)	PERA POLICE
Ruidoso	40 hrs @ 6 mos/40hrs @ 1 yr then 80 hours/year	120 hours/year	160 hrs/year (10-20years) 200 hours/year (20+ years)	260	8.25%	16.20%	
Los Lunas	96 hours/year	120 hours/year	144 hours/year	248/260/272			
Sunland Park	3.08 hrs/PP (0<3 yrs)& 4.08 hrs/PP (3<5 yrs)	4.62 hrs/PP (5<7 yrs) & 5.08 hrs/PP (7<10 yrs)	6.15 hrs/PP	240			
Corrales	5 hrs/PP (130 hrs/year)	5 hrs/PP	5 hrs/PP	300			
Grants	12 days/year	15 days/year	18 days/year	320			
Gallup	80 hours/year				3.40%	19.00%	
Santa Fe	3.70hrs/PP (0-1yr) & 4.62 hrs/PP (1-5 yr)	5.38 hrs/PP	6.15 hrs/PP (10-15yr), 6.92 hrs/PP (15-20yr), 7.70 hrs/PP (20+)	190.19-400.19 (depending on years)	3.91%	22.54%	
Farmington	3.08 hrs/PP (80 hours/year)	4.62 hrs/PP (6-14 years)	6.16 hrs/PP (15-19 yrs) 6.462 (20+ years)	256-416 (depending on years of svc)	12.15%	11.30%	
Taos	6.769 hours/PP (PTO)	8.307 hours/PP (PTO)	8.307 hours/PP (PTO)	500	12.65%	15.80%	
Alamogordo	6.615 hrs/PP (21.5 days/year (PTO)	6.923-7.846hrs/PP (goes us each year) PTO	8.153-9.692 hrs/PP (goes us each year) PTO	480	7.55%	8.75%	
Roswell	6.66 hrs/month (accrues last day of month)	10 hrs/month (5-15 yrs) (accrues last day of month)	13.33 hrs/month (15+ yrs) (accrues last day of month)	240	12.15%	11.30%	
Las Cruces	80 hours/year (1-3 years)	120 hrs/year (4-10 years)	160 hrs/year (11+ years)	240	10.15%	11.30%	

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 3.

To:

Presenter(s): Cheryl Gerthe, Human Resources Manager

Meeting Date: October 14, 2025

Re: Discussion and Possible Action Village of Ruidoso Incentive Plan.

Item Summary:

Discussion and Possible Action on Village of Ruidoso Incentive Plan.

Financial Impact:

Finance will determine an average financial impact as it will vary depending on how many employees earn certifications.

Item Discussion:

The purpose of this request is to formalize a process to recognize and incentivize employees for obtaining professional certifications that enhance their knowledge and benefit the organization. Standardizing this process will foster a culture of continuous learning, improve employee skill sets, and increase retention.

The proposal includes a one-time review to identify and appropriately incentivize employees who have already obtained certifications but have not been compensated for them. This will not include back pay and the incentive amount will be applied where appropriate and will take effect upon final approval of this plan.

Recommendations:

To Approve Village of Ruidoso Incentive Plan.

ATTACHMENTS:

[Incentive Plan Draft 9-26-25 VersionF.pdf](#)



VILLAGE OF RUIDOSO INCENTIVE PLAN 2025

**** To be eligible for an incentive, it must be relevant to job duties and be approved by Director and Village Manager or designee. Employees are not eligible for an incentive if the certification is a job requirement.**

GENERAL CERTIFICATIONS

Certification	Hourly Amount	Monthly Amount	Annual Amount	Issuing Agency	Eligible
Associate Degree	\$ 0.35	\$ 56.00	\$ 728.00	Accredited College/University	Degree from a fully accredited college or university verified by a Certified Official Transcript.
Bachelor Degree	\$ 0.65	\$ 104.00	\$ 1,352.00		
Master Degree	\$ 0.95	\$ 152.00	\$ 1,976.00		
Doctorate Degree	\$ 1.25	\$ 200.00	\$ 2,600.00		
Bilingual in Spanish	\$ 0.30	\$ 48.00	\$ 624.00	Village of Ruidoso	Must interact with the public on a regular basis.
Notary Public	\$ 0.25	\$ 40.00	\$ 520.00	State of New Mexico	
Grant Writing Certification	\$ 0.50	\$ 80.00	\$ 1,040.00	Varies	
CPO (Chief Procurement Officer)	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico (NM Edge)	
Certified Public Official (Curriculum requires 18 Courses)	\$ 0.75	\$ 120.00	\$ 1,560.00	State of New Mexico (NM Edge)	
Certified Public Supervisor (Curriculum requires 30 Courses)	\$ 1.00	\$ 160.00	\$ 2,080.00	State of New Mexico (NM Edge)	
Special Assignments	\$ 0.75	\$ 120.00	\$ 1,560.00	Village of Ruidoso	Temporary assignment above and beyond regular duties.
Safety Liaison	\$ 1.00	\$ 160.00	\$ 2,080.00	Village of Ruidoso	
Public Pesticide Applicator License	\$ 0.25	\$ 40.00	\$ 520.00	State of New Mexico	
Wild Land Firefighter Red Card	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico/National Registry	Non-Fire Department Staff
Swiftwater Rescue	\$ 0.50	\$ 80.00	\$ 1,040.00	Various Agencies	Non-Fire Department Staff
EMT Basic	\$ 0.30	\$ 48.00	\$ 624.00	State of New Mexico National Registry	Non-Fire Department Staff
CDL License					
Class B	\$ 0.30	\$ 48.00	\$ 624.00	State of New Mexico	Employee obtaining a CDL license through the Village must be willing to assist with snow removal and called in as needed. Employment contract is required,
Class A	\$ 0.60	\$ 96.00	\$ 1,248.00	State of New Mexico	
Tanker or HAZMAT Endorsement	\$ 0.50	\$ 80.00	\$ 1,040.00	State of New Mexico	

DEPARTMENT CERTIFICATIONS

Certification	Hourly Amount	Monthly Amount	Annual Amount	Issuing Agency	Eligible
AIRPORT					
Basic Airport Safety & Operations Specialist (ASOS)	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff
Advanced Airport Safety & Operations Specialist (ASOS)	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff
Airport 101	\$ 0.50	\$ 80.00	\$ 1,040.00	American Association of Airport Executives	Airport Staff

DRAFT -- 9/26/2025

General Aviation Security Training	\$	0.50	\$	80.00	\$	1,040.00	American Association of Airport Executives	Airport Staff
Aviation Training Academy	\$	0.75	\$	120.00	\$	1,560.00	NM DOT	Airport Staff
CLERK'S OFFICE								
Certified Municipal Clerk	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	Clerk Staff
Master Municipal Clerk	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	Clerk Staff
COMMUNITY DEVELOPMENT								
Building Certifications (per Certification)	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
NM Certified Local Zoning Official	\$	0.50	\$	80.00	\$	1,040.00	NM League of Zoning Officials	
Flood Plain Manager	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Foundation Exam	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Associate Exam	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Professional Exam	\$	0.75	\$	120.00	\$	1,560.00	State of New Mexico	
ESRI (Environmental Systems Research Institute) GIS Specialty Exam	\$	0.75	\$	120.00	\$	1,560.00	State of New Mexico	
NM Certified GIS Specialist (Curriculum requires 29 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico (NM Edge)	
CONVENTION CENTER/ EVENTS								
Certified Meeting Planner	\$	1.00	\$	160.00	\$	2,080.00	Events Industry Council	
COURT								
Certified Court Executive (CCE)	\$	0.50	\$	80.00	\$	1,040.00	Institute for Court Management	Court Staff
Certified Court Manager (CCM)	\$	0.75	\$	120.00	\$	1,560.00	Institute for Court Management	Court Staff
EMERGENCY MANAGEMENT								
Basic Emergency Management Certification	\$	0.50	\$	80.00	\$	1,040.00	FEMA Emergency Management Institute	
New Mexico Certified Emergency Manager (NMCEM)	\$	0.75	\$	120.00	\$	1,560.00	NM Association of Emergency Management Officials	
Certified Emergency Manager (CEM)	\$	1.25	\$	200.00	\$	2,600.00	International Association of Emergency Managers	Associate Emergency Manager (AEM) Cert, 3 years EM Experience, Bachelors Degree or higher in EM.
FINANCE DEPARTMENT								
NM Certified Public Finance Professional (Curriculum requires 24 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
NM Certified Public Purchasing Professional (Curriculum requires 25 courses)	\$	1.00	\$	160.00	\$	2,080.00	State of New Mexico	
FIRE DEPARTMENT								
EMT Intermediate	\$	0.60	\$	96.00	\$	1,248.00	State of New Mexico/National Registry	Fire Department Staff

Engine Boss	\$	1.25	\$	200.00	\$	2,600.00	National Wildfire Coordinating Group	Fire Department Staff
FORESTRY								
Certified Wildfire Mitigation Specialist	\$	0.75	\$	120.00	\$	1,560.00	National Wildfire Coordinating Group	Forestry Staff
HUMAN RESOURCES DEPARTMENT								
Human Resources Essential Certification	\$	0.75	\$	120.00	\$	1,560.00	SHRM (Society for Human Resources Management)	Human Resources Staff
PHR (Professional in HR) or SPHR (Senior Professional in HR)/ SCP (Senior Certified Professional) or SPHR (Senior Professional in HR)	\$	1.00	\$	160.00	\$	2,080.00	HRCI (Human Resources Certification Institute) or SHRM (Society for Human Resources Management)	Human Resources Staff
NM Certified Human Resource Professional	\$	0.75	\$	120.00	\$	1,560.00	NM Edge	Human Resources Staff
IT								
Microsoft 365 Admin Fundamentals	\$	0.25	\$	40.00	\$	520.00	Microsoft	
Microsoft Certified: Azure Fundamentals (3 courses, 6 hours)	\$	0.50	\$	80.00	\$	1,040.00	Microsoft	
CompTIA A+ (120-160 hours)	\$	1.25	\$	200.00	\$	2,600.00	CompTIA	
CompTIA Network+ Certification (72 hours)	\$	1.00	\$	160.00	\$	2,080.00	CompTIA	
LIBRARY DEPARTMENT								
NM Grade I Library Certification	\$	0.50	\$	80.00	\$	1,040.00	New Mexico State Library	Must have an Associates or Bachelors Degree and 9 credit hours of Library Science classes.
NM Grade II Library Certification	\$	0.75	\$	120.00	\$	1,560.00	New Mexico State Library	Must have a Bachelors Degree with 30 hours of Library Science classes.
PARKS AND RECREATION DEPARTMENT								
American Red Cross Lifeguard Instructor	\$	0.75	\$	120.00	\$	1,560.00	American Red Cross	
American Red Cross Lifeguard Instructor Trainer	\$	1.00	\$	160.00	\$	2,080.00	American Red Cross	
Aquatic Facility Operator	\$	0.50	\$	80.00	\$	1,040.00	National Parks and Recreation Association	
Certified Pool Operator (CPO)	\$	0.25	\$	40.00	\$	520.00	State of New Mexico	
Certified Parks and Recreation Executive (CPRE)	\$	0.75	\$	120.00	\$	1,560.00	National Parks and Recreation Association	
Certified Parks and Recreation Professional (CPRP)	\$	1.00	\$	160.00	\$	2,080.00	National Parks and Recreation Association	
Certified Playground Safety Inspector	\$	0.75	\$	120.00	\$	1,560.00	National Parks and Recreation Association	
HVAC Certification (27 Credit Hours)	\$	0.50	\$	80.00	\$	1,040.00	ENMU-Ruidoso	
Plumbing/Electrical Certification	\$	0.50	\$	80.00	\$	1,040.00	ENMU-Ruidoso	
POLICE DEPARTMENT								
FTO-Field Training Officer	\$	0.50	\$	80.00	\$	1,040.00	Village of Ruidoso	Police Department and Dispatch Staff
Instructor Certification	\$	0.50	\$	80.00	\$	1,040.00	DPS	Police Department and Dispatch Staff
IR9000 Key Operator (1 day course)	\$	0.25	\$	40.00	\$	520.00	SLD	Police Department Staff
Physical Fitness (NMLEA Entrance Standards)	\$	0.25	\$	40.00	\$	520.00	Ruidoso Police Department	Police Department Staff
Physical Fitness (NMLEA Exit Standards)	\$	0.25	\$	40.00	\$	520.00	Ruidoso Police Department	Police Department Staff

Training Coordinator	\$	0.25	\$	40.00	\$	520.00		Police Department Staff
Expert Animal Cruelty Investigator (Level III)	\$	0.75	\$	120.00	\$	1,560.00	National Animal Control Association	Animal Control Staff
TAC (Terminal Agency Coordinator)	\$	0.50	\$	80.00	\$	1,040.00	State of New Mexico	Dispatch Staff
PUBLIC WORKS DEPARTMENT								
Fuel Tank Certification-AB Operator	\$	0.50	\$	80.00	\$	1,040.00	New Mexico Environmental Department	
Hot Plant Operator with Federal Visible Emissions Certificate	\$	1.00	\$	160.00	\$	2,080.00	Environmental Protection Agency	
PROJECT MANAGEMENT								
Certified Associate in Project Management	\$	0.50	\$	80.00	\$	1,040.00	Project Management Institute	
Project Management Professional	\$	1.00	\$	160.00	\$	2,080.00	Project Management Institute	
SOLID WASTE DEPARTMENT								
Transfer Station Certification	\$	0.50	\$	80.00	\$	1,040.00	New Mexico Environmental Department	Solid Waste Staff
Vehicle HVAC Certification	\$	0.50	\$	80.00	\$	1,040.00	Snap-on Industrial	Solid Waste Staff

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 4.

To:

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Change Order #2 with J&H Services Inc. for ITB #2025-003B for High Loop Water System Improvements Resulting in a Decrease of the Contract Price by \$2,820.00 for a Total Contract Price of \$5,583,137.10 and Requesting an Extension of 61 Calendar Days for a Substantial Completion Date of December 29, 2025.

Item Summary:

Discussion and Possible Action on Change Order #2 with J&H Services Inc. for ITB #2025-003B for High Loop Water System Improvements Resulting in a Decrease of the Contract Price by \$2,820.00 for a Total Contract Price of \$5,583,137.10 and Requesting an Extension of 61 Calendar Days for a Substantial Completion Date of December 29, 2025.

Financial Impact:

Decreased contract price of \$2,820.00.

Item Discussion:

Modifications upon execution of this Change Order are as follows:

Bid item R-4 Rock excavation quantity has been revised to 850 CY, resulting in a price decrease of \$17,820.00.

Bid item R-6 Connect to existing water meter service connection using open trenching methods quantity has been increased to 27 connections, resulting in a price increase of \$15,000.00.

Recommendations:

To Approve Change Order #2 with J&H Services Inc. for ITB #2025-003B for High Loop Water System Improvements Resulting in a Decrease of the Contract Price by \$2,820.00 for a Total Contract Price of \$5,583,137.10 and Requesting an Extension of 61 Calendar Days for a Substantial Completion Date of December 29, 2025.

ATTACHMENTS:

[High Loop Change Order 2.pdf](#)



October 2, 2025

#6332586

Bandon Kalinowski
Project Manager
New Mexico Environment Department
Construction Programs Bureau
2301 Entrada del Sol
Las Cruces, NM 88001
Phone: (505) 670-3571
Email: brandon.kalinowski@env.nm.gov

RE: VILLAGE OF RUIDOSO HIGH LOOP WATER SYSTEM IMPROVEMENTS | CHANGE ORDER NO. 2

Dear Mr. Kalinowski:

Souder, Miller and Associates (SMA), working with the Village of Ruidoso is recommending approval of Change Order No. 2 for Village of Ruidoso High Loop Water System Improvements. This change order will include 61 days added to substantial completion and final payment requested by the contractor and to be approved by the owner. This change order will also include revisions to the following bid items.

Revised Bid Items:

- **Bid item R-4**-Rock excavation quantity has been revised to 850 CY, resulting in a price decrease of \$17,820.00.
- **Bid item R-6**-Connect to existing water meter service connection using open trenching methods quantity has been increased to 27 connections, resulting in a price increase of \$15,000.00.

If you have any comments and/or questions, feel free to contact either of the undersigned by phone at (575) 647-0799.

Sincerely,

SOUDER, MILLER AND ASSOCIATES

Larissa Zamora
Staff Civil Designer
Larissa.Zamora@soudermiller.com

Marty Howell, P.E.
Principal Engineer
marty.howell@soudermiller.com

Xc: Lynn Crawford, Village Mayor

Enc: Change Order No. 2
Progress Unit Price Work spreadsheet
Contractors' Quotes
Funding Analysis

CHANGE ORDER NO. 2

Date of Issuance:	Effective Date:
Owner: Village of Ruidoso	Owner's Contract No.: ITB#2025-003B
Contractor:	Contractor's Project No.:
Engineer: Souder, Miller, & Associates	Engineer's Project No.: 6332586
Project: Village of Ruidoso High Loop Water System Improvements	Contract Name: Village of Ruidoso High Loop Water System Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Bid item R-4-Rock excavation quantity has been revised to 850 CY, resulting in a price decrease of \$17,820.00.

Bid item R-6-Connect to existing water meter service connection using open trenching methods quantity has been increased to 27 connections, resulting in a price increase of \$15,000.00.

Attachments: *Price Estimate – Unit Price Worksheet*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 5,827,974.00	Original Contract Times: Substantial Completion: <u>August 30th, 2025 (180 days)</u> Ready for Final Payment: <u>November 28th, 2025 (270 days)</u> days or dates
Decrease from previously approved Change Orders: \$ 242,016.90	Increase from previously approved Change Orders: Substantial Completion: <u>60 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$ 5,585,957.10	Contract Times prior to this Change Order: Substantial Completion: <u>October 29th, 2025 (240 days)</u> Ready for Final Payment: <u>November 28th, 2025 (270 days)</u> days or dates
Decrease of this Change Order: \$ 2,820.00	Increase of this Change Order: Substantial Completion: <u>61 days</u> Ready for Final Payment: <u>61 days</u> days or dates
Contract Price incorporating this Change Order: \$ 5,583,137.10	Contract Times with all approved Change Orders: Substantial Completion: <u>December 29th, 2025 (301 days)</u> Ready for Final Payment: <u>January 28th, 2026 (331 days)</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Mark Howell</i></u>	By: _____	By: <u><i>[Signature]</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>President</u>	Title: _____	Title: <u>V.P. Operations</u>
Date: <u>10-06-2025</u>	Date: _____	Date: <u>10/6/2025</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
White Oaks Road Bid Lot															
WO-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 15,000.00	\$15,000.00										
WO-G2	Material Testing Allowance	1	ALLOW	\$ 1,800.00	\$1,800.00										
WO-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
WO-G4	Traffic Control	1	LS	\$ 7,000.00	\$7,000.00										
WO-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
WO-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	1391	LF	\$ 90.00	\$125,190.00										
WO-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 5,000.00	\$15,000.00										
WO-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 12,000.00	\$12,000.00										
WO-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 14,000.00	\$14,000.00										
WO-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	310	CY	\$ 135.00	\$41,850.00										
WO-6	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	490	SY	\$ 87.00	\$42,630.00										
WO-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	3	EA	\$ 2,500.00	\$7,500.00										
WO-8	Contractor to Tie-in to Existing Waterline (Incl. labor, material, locate, potholing, caps, fittings, site restoration and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 7,600.00	\$15,200.00										
WO-9	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	20	LF	\$ 125.00	\$2,500.00										
Arabella Road Bid Lot															
A-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 5,000.00	\$5,000.00										
A-G2	Material Testing Allowance	1	ALLOW	\$ 700.00	\$700.00										
A-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
A-G4	Traffic Control	1	LS	\$ 3,000.00	\$3,000.00										
A-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
A-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	266	LF	\$ 90.00	\$23,940.00										
A-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 5,000.00	\$5,000.00										
A-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 12,000.00	\$24,000.00										
A-4	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	145	SY	\$ 87.00	\$12,615.00										
A-5	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	4	EA	\$ 2,500.00	\$10,000.00										
A-6	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	20	LF	\$ 125.00	\$2,500.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
Madera Road Bid Lot															
M-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-built; not to exceed 5% of total bid	1	LS	\$ 7,000.00	\$7,000.00										
M-G2	Material Testing Allowance	1	ALLOW	\$ 800.00	\$800.00										
M-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
M-G4	Traffic Control	1	LS	\$ 7,000.00	\$7,000.00										
M-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
M-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	308	LF	\$ 90.00	\$27,720.00										
M-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 5,000.00	\$5,000.00										
M-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 12,000.00	\$24,000.00										
M-4	Remove and Replace Existing Asphalt with 3-inch HMAc, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	210	SY	\$ 87.00	\$18,270.00										
M-5	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	6	EA	\$ 2,500.00	\$15,000.00										
M-6	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	20	LF	\$ 125.00	\$2,500.00										
Rim Road & High Loop (West) C8, C9, C10 Bid Lot															
R-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-built; not to exceed 5% of total bid	1	LS	\$ 22,000.00	\$22,000.00										
R-G2	Material Testing Allowance	1	ALLOW	\$ 3,800.00	\$3,800.00										
R-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
R-G4	Traffic Control	1	LS	\$ 10,000.00	\$10,000.00										
R-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 7,000.00	\$7,000.00										
R-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	2210	LF	\$ 90.00	\$198,900.00										
R-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	4	EA	\$ 5,000.00	\$20,000.00										
R-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	5	EA	\$ 12,000.00	\$60,000.00										
R-4	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	982	CY	\$ 135.00	\$132,570.00						2	850		\$114,750.00	-\$17,820.00
R-5	Remove and Replace Existing Asphalt with 3-inch HMAc, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	982	SY	\$ 87.00	\$85,434.00										
R-6	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	21	EA	\$ 2,500.00	\$52,500.00						2	27		\$67,500.00	\$15,000.00
R-7	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										
R-8	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	40	LF	\$ 125.00	\$5,000.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
Poco Loco Road Bid Lot															
PL-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 20,000.00	\$20,000.00										
PL-G2	Material Testing Allowance	1	ALLOW	\$ 4,700.00	\$4,700.00										
PL-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
PL-G4	Traffic Control	1	LS	\$ 12,000.00	\$12,000.00										
PL-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 7,000.00	\$7,000.00										
PL-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	1897	LF	\$ 90.00	\$170,730.00										
PL-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 5,000.00	\$15,000.00										
PL-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 12,000.00	\$36,000.00										
PL-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
PL-5	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	1310	SY	\$ 87.00	\$113,970.00										
PL-6	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	4	EA	\$ 2,500.00	\$10,000.00										
PL-7	Connect to Existing Water Meter Service Connection Using Trenchless Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	2	EA	\$ 2,850.00	\$5,700.00										
PL-8	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	15	LF	\$ 125.00	\$1,875.00										
Starlite Road Bid Lot															
S-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 40,000.00	\$40,000.00										
S-G2	Material Testing Allowance	1	ALLOW	\$ 3,500.00	\$3,500.00										
S-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
S-G4	Traffic Control	1	LS	\$ 10,000.00	\$10,000.00										
S-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 5,000.00	\$5,000.00										
S-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material,	1384	LF	\$ 90.00	\$124,560.00										
S-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 5,000.00	\$10,000.00										
S-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 12,000.00	\$36,000.00										
S-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
S-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	3560	CY	\$ 135.00	\$480,600.00										
S-6	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	945	SY	\$ 87.00	\$82,215.00										
S-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	2	EA	\$ 2,500.00	\$5,000.00										
S-8	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
S-9	Furnish and Install 6-inch End Cap (Incl. labor, material, locate, potholing, caps, fittings, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 7,600.00	\$7,600.00										
S-10	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	20	LF	\$ 125.00	\$2,500.00										
Easement 1 Bid Lot															
E1-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 5,000.00	\$5,000.00										
E1-G2	Material Testing Allowance	1	ALLOW	\$ 1,700.00	\$1,700.00										
E1-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
E1-G4	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00										
E1-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
E1-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	667	LF	\$ 90.00	\$60,030.00										
E1-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 5,000.00	\$10,000.00										
E1-3	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
E1-4	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										
Easement 2 Bid Lot															
E2-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 5,000.00	\$5,000.00										
E2-G2	Material Testing Allowance	1	ALLOW	\$ 1,300.00	\$1,300.00										
E2-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
E2-G4	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00										
E2-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
E2-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	517	LF	\$ 90.00	\$46,530.00										
E2-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 5,000.00	\$10,000.00										
E2-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 12,000.00	\$24,000.00										
E2-4	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										
E2-5	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	63	LF	\$ 125.00	\$7,875.00										
Willwood Drive Bid Lot															
W-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 15,000.00	\$15,000.00										
W-G2	Material Testing Allowance	1	ALLOW	\$ 3,700.00	\$3,700.00										
W-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
W-G4	Traffic Control	1	LS	\$ 10,000.00	\$10,000.00										
W-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 5,000.00	\$5,000.00										
W-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	1478	LF	\$ 90.00	\$133,020.00										
W-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 5,000.00	\$15,000.00										
W-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 12,000.00	\$12,000.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
W-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
W-5	Remove and Replace Existing Asphalt with 3-inch HMAc, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	990	SY	\$ 87.00	\$86,130.00										
W-6	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	12	EA	\$ 2,500.00	\$30,000.00										
W-7	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	185	LF	\$ 125.00	\$23,125.00										
Lupine Loop Bid Lot															
LL-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-built; not to exceed 5% of total bid	1	LS	\$ 40,000.00	\$40,000.00										
LL-G2	Material Testing Allowance	1	ALLOW	\$ 4,700.00	\$4,700.00										
LL-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
LL-G4	Traffic Control	1	LS	\$ 10,000.00	\$10,000.00										
LL-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 5,000.00	\$5,000.00										
LL-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	1899	LF	\$ 90.00	\$170,910.00										
LL-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 5,000.00	\$15,000.00										
LL-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	5	EA	\$ 12,000.00	\$60,000.00										
LL-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 15,000.00	\$30,000.00										
LL-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	2593	CY	\$ 135.00	\$350,055.00	1	169.06		\$22,823.10	-\$327,231.90					
LL-6	Remove and Replace Existing Asphalt with 3-inch HMAc, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	1075	SY	\$ 87.00	\$93,525.00	1	1,820		\$158,340.00	\$64,815.00					
LL-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	16	EA	\$ 2,500.00	\$40,000.00	1	31		\$77,500.00	\$37,500.00					
LL-8	Connect to Existing Water Meter Service Connection Using Trenchless Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	3	EA	\$ 2,850.00	\$8,550.00	1	-			-\$8,550.00					
LL-9	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										
LL-10	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	22	LF	\$ 125.00	\$2,750.00										
Lilac Lane Bid Lot															
L-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-built; not to exceed 5% of total bid	1	LS	\$ 10,000.00	\$10,000.00										
L-G2	Material Testing Allowance	1	ALLOW	\$ 900.00	\$900.00										
L-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 3,500.00	\$3,500.00										
L-G4	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00										
L-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 3,500.00	\$3,500.00										
L-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	374	LF	\$ 90.00	\$33,660.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
L-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	2	EA	\$ 5,000.00	\$10,000.00										
L-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 12,000.00	\$12,000.00										
L-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
L-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	637	CY	\$ 135.00	\$85,995.00										
L-6	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	260	SY	\$ 87.00	\$22,620.00										
L-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	3	EA	\$ 2,500.00	\$7,500.00										
Coronado Drive Bid Lot															
C-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 33,000.00	\$33,000.00										
C-G2	Material Testing Allowance	1	ALLOW	\$ 6,700.00	\$6,700.00										
C-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
C-G4	Traffic Control	1	LS	\$ 20,000.00	\$20,000.00										
C-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 7,000.00	\$7,000.00										
C-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	2683	LF	\$ 90.00	\$241,470.00										
C-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	6	EA	\$ 5,000.00	\$30,000.00										
C-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 12,000.00	\$36,000.00										
C-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 15,000.00	\$15,000.00										
C-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	291	CY	\$ 135.00	\$39,285.00										
C-6	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	1800	SY	\$ 87.00	\$156,600.00										
C-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	30	EA	\$ 2,500.00	\$75,000.00										
C-8	Remove and Return Existing Fire Hydrant Assembly to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	1	EA	\$ 3,000.00	\$3,000.00										
C-9	Contractor to Tie-in to Existing Waterline (Incl. labor, material, locate, potholing, caps, fittings, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 7,600.00	\$7,600.00										
C-10	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	14	LF	\$ 125.00	\$1,750.00										
High Loop Drive Bid Lot															
HL-G1	Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$ 55,000.00	\$55,000.00										
HL-G2	Material Testing Allowance	1	ALLOW	\$ 8,700.00	\$8,700.00										
HL-G3	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP) (Incl. BMP and all related appurtenances not otherwise included on Bid Form)	1	LS	\$ 5,000.00	\$5,000.00										
HL-G4	Traffic Control	1	LS	\$ 25,000.00	\$25,000.00										
HL-G5	Pre-Construction and Post-Construction Video Documentation	1	LS	\$ 14,000.00	\$14,000.00										

Progress Estimate - Unit Price Work

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
HL-1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (Incl. labor, material, potholing, trenching, imported bedding, proper removal of native material, exploratory excavation, joint restraints, fittings, warning tape, tracer wire, above ground pipe markers, backfilling, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	3461	LF	\$ 90.00	\$311,490.00										
HL-2	Furnish and Install 6-inch Gate Valve with Valve Box, (Incl. labor, material, concrete collar, fittings, trenching, backfill, compaction, valve risers, and all other appurtenances needed for a complete installation), CIP	13	EA	\$ 5,000.00	\$65,000.00										
HL-3	Furnish and Install New Fire Hydrant Assembly, (Incl. labor, material, gate valve, tee on mainline, pipe, excavation, drain rock, backfill, collar, site restoration and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 12,000.00	\$36,000.00										
HL-4	Furnish and Install 1-inch Combination Air Valve, (Incl. labor, material, precast concrete vault, valve, traffic rated vault, lid and all other appurtenances needed for a complete installation), CIP	3	EA	\$ 15,000.00	\$45,000.00										
HL-5	Rock Excavation, (Incl. labor, material, trench rock removal associated with installation of waterline, and imported bedding material, work must be approved by Engineer before proceeding), CIP	1616	CY	\$ 135.00	\$218,160.00										
HL-6	Remove and Replace Existing Asphalt with 3-inch HMAC, 8-inch Base Course, and 12-inch Subgrade Prep, (Incl. labor, material, saw cut, removal and disposal of existing asphalt to an approved site and proper, compaction and all other appurtenances needed for a complete installation), CIP	3250	SY	\$ 87.00	\$282,750.00										
HL-7	Connect to Existing Water Meter Service Connection Using Open Trenching Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	15	EA	\$ 2,500.00	\$37,500.00										
HL-8	Connect to Existing Water Meter Service Connection Using Trenchless Methods (Incl. labor, material, 3/4-in HDPE SDR-7 Water Service Lines, connections to main, saddles, corporation stop, exploratory excavation, fittings, trenching, bedding, backfilling, site restoration, pipe, meter box, meter setting equipment, service line and all other appurtenances required for a complete working installation), CIP	3	EA	\$ 2,850.00	\$8,550.00	1	-			-\$8,550.00					
HL-9	Remove and Replace Existing Fire Hydrant Assembly , Return Existing Fire Hydrant to Owner (Incl. labor, material, gate valve, excavation, backfill, site restoration and all related appurtenances not separately listed on the Bid Form), CIP	2	EA	\$ 15,000.00	\$30,000.00										
HL-10	Contractor to Tie-in to Existing Waterline (Incl. labor, material, locate, potholing, caps, fittings, site restoration and all other appurtenances needed for a complete installation), CIP	1	EA	\$ 7,600.00	\$7,600.00										
HL-11	Encase New Waterline in Concrete Where Sewer Line Passes Above or Less Than 18" Beneath Proposed Waterline (Incl. labor, material, concrete, reinforcement, trenching, backfill, compaction, site restoration, and all other appurtenances needed for a complete installation), CIP	131	LF	\$ 125.00	\$16,375.00										
					\$5,827,974.00				\$5,585,957.10	-\$242,016.90				\$5,583,137.10	-\$2,820.00

<u>Funding:</u>	<u>Total</u>
WPF-6309	\$3,645,695.00
Village of Ruidoso Funding	\$3,132,872.10
Funding Total	\$6,778,567.10

<u>Engineering:</u>	<u>Subtotal</u>	<u>NMGRT</u>	<u>Total</u>
Project Administration Services	\$9,312.00	8.3125%	\$10,086.06
Field Sruveying & Maping Services	\$50,712.00	8.3125%	\$54,927.44
Preliminary Design Phase Services	\$116,286.00	8.3125%	\$125,952.27
Final Design Design Phase services	\$53,235.00	8.3125%	\$57,660.16
Bid Phase Services	\$20,825.00	8.3125%	\$22,556.08
Construction Phase Services	\$83,341.00	8.1875%	\$90,164.54
Construction Observation Services	\$81,286.00	8.1875%	\$87,941.29
Closeout Phase Services	\$22,313.00	8.1875%	\$24,139.88
Engineering Subtotal	\$437,310.00		\$473,427.72

<u>Construction:</u>	<u>Subtotal</u>	<u>NMGRT</u>	<u>Total</u>
White Oaks Road Bid Lot	\$306,670.00	8.1875%	\$331,778.61
Arabella Road Bid Lot	\$93,755.00	8.1875%	\$101,431.19
Madera Road Bid Lot	\$114,290.00	8.1875%	\$123,647.49
Rim Road & High Loop (West) C8, C9, C10 Bid Lot	\$605,204.00	8.1875%	\$654,755.08
Poco Loco Road Bid Lot	\$416,975.00	8.1875%	\$451,114.83
Starlite Road Bid Lot	\$829,975.00	8.1875%	\$897,929.20
Easement 1 Bid Lot	\$106,730.00	8.1875%	\$115,468.52
Easement 2 Bid Lot	\$109,705.00	8.1875%	\$118,687.10
Willwood Drive Bid Lot	\$352,975.00	8.1875%	\$381,874.83
Lupine Loop Bid Lot	\$838,490.00	8.1875%	\$907,141.37
Lilac Lane Bid Lot	\$209,675.00	8.1875%	\$226,842.14
Coronado Drive Bid Lot	\$677,405.00	8.1875%	\$732,867.53
Coronado Drive Bid Lot	\$1,166,125.00	8.1875%	\$1,261,601.48
Change Order No. 1	-\$242,016.90	8.1875%	-\$261,832.03
Change Order No. 2	-\$2,820.00	8.1875%	-\$3,050.89
Construction Subtotal	\$5,583,137.10		\$6,040,256.45

Total **\$6,513,684.17**

Remaining Funding: **\$264,882.93**

Proposed Changes

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 5.

To:

Presenter(s): Dick Cooke, Forestry Director

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

Item Summary:

Discussion and Possible Action on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

Financial Impact:

The project will be funded by a \$500,000.00 Legislative Appropriation to the Village for Watershed and Forestry projects. The contract attached is with Daniel Garrison under a Statewide Forestry Contract Agreement. The cost of the project is \$78,399.16.

Item Discussion:

This is a 38.14-acre project on Village of Ruidoso Property as delineated on the attached map. Most of the trees to be removed are Ponderosa Pine, Pinon Pine and Alligator Juniper. There are numerous Juniper sprouts that will be masticated below the root crown or cut and the stumps sprayed to prevent sprouting. This project will reduce the threat of wildfire threatening the adjacent subdivisions and will improve the watershed functionality of the area. This is within a high priority watershed for the State of New Mexico as well as the Village of Ruidoso. Vegetation cuts on this project will be masticated, chipped or removed from the area by the Contractor to Universal Waste at the contractors expense. The goals of this project are to remove all trees on the area that can't be pruned, provide 35 ft spacing between the trees that remain and eliminate ladder fuels. Scope and Manner of Services: Mechanical treatment of, pinon pine, juniper, and ponderosa pine on trees 10 inches in diameter and under including oak brush within 10 feet of the crowns of leave trees. All regrowth and reproduction of all conifer species will be treated. Alligator juniper stumps will be grubbed or sprayed with the herbicide in #6 of this scope of work. Hand treatment of pinion pine, alligator juniper, and ponderosa pine over 10 inches in diameter and hauling to the dog park for fuelwood or utilized by the contractor. Leave tree spacing of 35 to 40 feet between crowns. Spacing requirements can be waived for up to 4 large ponderosa pine in a group. Prune the remaining trees to 8 feet

and masticate, chip or remove the pruned material. Treatment will be an area around the north, west and south sides of Grindstone Lake as shown on the map. Remove all cut fuels that are not masticated or chipped to Universal Waste at contractors expense. Herbicide will be Remedy mixed 1 part remedy to 3 parts Deisel plus dish soap as a surfactant and a dye for visibility. Application will be on the root crown within 10 minutes of cutting. Trails are constructed in the area. Care will be taken to avoid damage and if damaged it will be repaired by the contractor. Dead and dying trees will be cut and hauled to the dog park on Hull Road or taken by the Contractor except that up to 2 standing dead trees per acre may be retained away from trails and roads. When working in areas with trails or close to the public signing will exclude the public from the work area. Safety equipment as agreed to in the State Contract will be worn for this project.

Recommendations:

To Approve Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of \$78,399.16 Including NMGRT.

ATTACHMENTS:

[Garrison Tree Service Contract.pdf](#)

CONTRACT FOR GOODS AND SERVICES

Grindstone Lake #2 PROJECT

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency" and **Garrison Tree Service**, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso Department:
Forestry
ATTN: Dick Cooke, Director of Forestry 313
Cree Meadows Drive
Ruidoso, NM 88345
Phone: 575-258-4343 ext. 1053
Email: purchasing@ruidoso-nm.gov

Garrison Tree Service
Mailing Address: 130 Hwy 70
City, State, Zip: Ruidoso, NM 88345
(575) 973-8622

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to Garrison Tree Services. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work and Manner of Services.

Grindstone Lake Thinning 2025 #2. State Contract # 30-00000-22-00023 AU-Daniel Garrison

Watershed and forest improvement. Fuels Management to reduce the intensity of Wildfire and reduce damage.

This is a 38.14-acre project on Village of Ruidoso Property as delineated on the attached map. Most of the trees to be removed are Ponderosa Pine, Pinon Pine and Alligator Juniper. There are numerous Juniper sprouts that will be masticated or grubbed below the root crown or cut and the stumps sprayed to prevent sprouting. This project will reduce the threat of wildfire threatening the adjacent subdivisions and will improve the watershed functionality of the area. This is within a high priority watershed for the State of New Mexico as well as the Village of Ruidoso. Vegetation cuts on this project will be masticated, chipped or removed from the area by the Contractor to Universal Waste at the contractor's expense. The goals of this project are to remove all trees on the area that can't be pruned, and to provide space between the trees that remain and eliminate ladder fuels.

Scope and Manner of Services:

1. Mechanical treatment of piñon pine, juniper, and ponderosa pine on trees 10 inches in diameter and under including oak brush within 10 feet of the crowns of leave trees. All regrowth and reproduction of all conifer species will be treated. Alligator juniper stumps that are not grubbed and removed will be sprayed with the herbicide in #6 of this scope of work.
2. Hand treatment of piñon pine, alligator juniper, and ponderosa pine over 10 inches in diameter and hauling to the dog park for fuelwood or utilized by the contractor. Leave tree spacing of 35 to 40 feet between crowns. Spacing requirements can be waived for up to 4 large (20" + DBH) ponderosa pine in a group.
3. Prune the remaining trees to 8 feet and masticate, chip or remove the pruned material.
4. Treatment will be an area around the west side of Grindstone Lake as shown on the map.
5. Remove all cut fuels that are not masticated or chipped to Universal Waste at contractors' expense.
6. Herbicide will be Remedy mixed 1 part remedy to 3 parts Deisel plus dish soap as a surfactant and a dye for visibility. Application will be on the root crown within 10 minutes of cutting.
7. Trails are constructed in the area. Care will be taken to avoid damage and if damaged it will be repaired by the contractor.
8. Dead and dying trees will be cut and hauled to the dog park on Hull Road or taken by the Contractor except that up to 2 standing dead trees per acre may be retained away from trails and roads.
9. When working in areas with trails or close to the public signing will exclude the public from the work area.
10. Safety equipment as agreed to in the State Contract will be worn for this project.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Contractor **\$78,399.16** including New Mexico Gross Receipts Tax. Deliveries or services shall not begin until the Contractor has received a notice to proceed and an approved purchase order.

B. Payment. The total compensation under this Agreement shall not exceed the amounts as listed in the Contractor's bid schedule (Exhibit A) and shall include New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the

work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total

compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

One payment shall be made upon completion of services and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within sixty (60) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE **CONTRACTOR BY THE STATE**. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes; unemployment compensation insurance, Social Security and Worker's Compensation.

4. Term.

This agreement shall be effective for 120 days from the date executed by the Village of Ruidoso, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The term may be extended in the event of unfavorable weather conditions and only upon written approval of the Village of Ruidoso.

s. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give

Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

c. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt of a notice-of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to

terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and -that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a

substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because

- a. the Contractor is not a councilor.
- b. the Contractor is not a member of a councilor's family.
- c. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
- d. if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding

anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **Penalties for Violation of Law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

12. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. **Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. **Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. **Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty

(30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract

award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from allocations, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

25. Default and Force Majeure.

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the

public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

27. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. **Inspection of Plant.**

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

29. **Commercial Warranty.**

None.

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the

Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. The contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damage.

33. Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Daniel Garrison, Owner

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10)-business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the invitation to bid (1TB) or request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the invitation to bid (1TB) or request for proposals (RFP).

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the invitation to bid (1TB) or request for proposals (RFP), including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

35. Inspection.

If this Agreement is for the purchase of tangible personal property {goods}, final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the-services under this-Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT /BREACH OF THIS AGREEMENT.

37. **Insurance.**

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this _Agreement, the following insurance coverage(s).

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement) naming the Village of Ruidoso as additional insured. Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

38. **Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Lynn D. Crawford
Mayor – Village of Ruidoso

Garrison Tree Service
Daniel Garrison, Owner



Exh1 - A: Price Agreement/Quote



Garrison Tree Services
130 Highway 70
RUIDOSO, NM 88345 United States
garrisontreeservices@proton.me | (575) 973-8622

Invoice #000111

Issue date
Sep 19, 2025

Invoice #000111

Additional Recipients: DickCooke@ruidoso-nm.gov

Customer	Invoice Details	Payment
Kathy Richardson kathyrichardson@ruidoso-nm.gov	PDF created September 19, 2025 \$78,399.16	Due September 19, 2025 \$78,399.16

Items	Quantity	Price	Amount
Grindstone Project #2 <i>Price including New Mexico Gross Receipts Tax.</i>	1	\$78,399.16	\$78,399.16
Subtotal			\$78,399.16

Total Due **\$78,399.16**



Pay online

To pay your invoice go to <https://squareup.com/u/WVPNDz9x>
Or open the camera on your mobile device and place the QR code in the camera's view.

Page 1 of 1

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 6.

To:

Presenter(s): Matthew Baird, Parks and Recreation Director

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

Item Summary:

Discussion and Possible Action on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

Financial Impact:

This Purchase will be Paid for by the 2025 Trials+ Grant Awarded to Restore Two Rivers Park. The Total Granted Amount was \$497,970.00.

Item Discussion:

This Purchase will Replace 30 8ft Picnic Tables, 15 6ft Picnic Tables, 10 6ft Benches with Backs, as well as Replace the Old Pavilion we Lost with Two New Ones. One of the Pavilions is a 24' x 30' and the Other one is a 30' x 38'. This Will Start the Process of Adding Amenities Back Into the Park Following Recent Flooding.

Recommendations:

To Approve Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of \$371,565.16, Including NMGR, Utilizing the Allied State Contract 22-7425.

ATTACHMENTS:

[Exerplay Quote.pdf](#)



Proposal

Q010664

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
8/29/2025	Nathan Tierney 575-932-9189 nate@exerplay.com

Village of Ruidoso: 2 Rivers Park: Site Furnishings & Shelters Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		SII - OPT 1			
30.00	T8INNV	8' Innovated Rectangular Portable Table	1,704.00	5%	48,564.00
15.00	T6INNV	6' Innovated Rectangular Portable Table	1,586.00	5%	22,600.50
10.00	B6WBINNVSM	6' Innovated Standard Bench with Back, Surface Mount	890.00	5%	8,455.00
10.00	SMALL-SURF-CVR-SET	Small Mounting Cover Set for 2 3/8" Tubing, Powder Coated - Set of 2-	90.60	5%	860.70
-1.00	COURTESY DISCOUNT	Courtesy Discount, 5%	4,235.80		-4,235.80
		-5% Discount if ordered by 9/30/2025			
1.00	FREIGHT	Freight/shipping charges (310979)	4,650.00		4,650.00
		CLASSIC RECREATION			
1.00	SHELTER	24' x 30' Orlando, Mega-Rib roof, 4:12 roof pitch, 24 Ga Trim Fascia, 2x6 T&G Sub Roof, 9' Eave Height, 4 Columns, SubSurface Mount, TGIC Poly Powder Coat w/ Zinc Rich	42,466.00	5%	40,342.70
1.00	ENGINEERING	Engineered drawings	1,150.00		1,150.00
84.73	INSTALL	24x30 Concrete Slab	145.00		12,285.85
1.00	SHELTER	30' x 38' Orlando, Mega-Rib roof, 4:12 roof pitch, 24 Ga Trim Fascia, 2x6 T&G Sub Roof, 9' Eave Height, 4 Columns, SubSurface Mount, TGIC Poly Powder Coat w/ Zinc Rich	70,159.00	5%	66,651.05
		Primer (Standard colors only)			
1.00	ENGINEERING	Engineered drawings	1,350.00		1,350.00
134.15	INSTALL	30x38 Concrete Slab	145.00		19,451.75
1.00	FREIGHT	Freight/shipping charges (124394)	3,110.00		3,110.00
349.66	GB-INSTALL	Installation of 24x30 Shelter	145.00		50,700.70
421.38	GB-INSTALL	Installation of 30x38 Shelter	145.00		61,100.10
1.00	BOND	Payment/Performance Bond	12,531.00		12,531.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal		349,567.55
<i>Taxes subject to change</i>			Tax Total:		21,997.61
Proposal prepared by: Michelle McKean			Total		371,565.16



Proposal

Q010664

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
8/29/2025	Nathan Tierney 575-932-9189 nate@exerplay.com

Village of Ruidoso: 2 Rivers Park: Site Furnishings & Shelters
Allied State - 22-7425

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
----------	-----------	-------------	------------	-------	----------------

Accepted by: _____
Print Name: _____ Signature: _____ Date: _____



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.



Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 7.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

Financial Impact:

Upon approval, a budget adjustment will be completed in the SGRT Special Revenue Fund. Project is supported by a grant/loan through NMED (Loan \$100,00 and Grant \$250,000). Upon completion of plan, the loan will be paid off from SGRT cash reserves.

Item Discussion:

Scope of Services if to provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable horizon.

Recommendations:

To Approve Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of \$349,892.10 Including NMGRT.

ATTACHMENTS:

[Cobb Fendley Task Order.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Cobb, Fendley & Associates, Inc.
FY2024**

1. Task Order Number: RFP # 2024-004P-07
2. Title: Village of Ruidoso – Storm Drainage Master Plan
3. Project Number: _____
4. Location: Village of Ruidoso
5. Scope of Services Required: To provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable horizon.
6. Village Contact: Jaquelyne Peña, Adam Sanchez, and Mike Martinez
7. Cobb Fendley Contact: Sean Wolfe
8. Estimated Performance Time: October 2025 – July 2026
9. Estimated Cost: \$349,892.10 including NMGR
10. Attachments: September 25, 2025 “Task Order #7, Contract RFP#2024-004P Village of Ruidoso – Storm Drainage Master Plan”
11. The parties hereto executed the original Task Order on: (date) _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

ATTEST:

Jini S. Turri, Village Clerk

Cobb, Fendley & Associates, Inc.

Sean Wolfe
Sean Wolfe, PG, Region Manger

Date: 9/25/2025



September 1, 2025

Jackie Peña
Water Resources Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
Email: jaquelynepena@ruidoso-nm.gov

VIA EMAIL

RE: Village of Ruidoso Drainage Master Plan Scope and Fee Proposal, Task Order #7 On-Call Engineering, RFP #2024-004P On-Call Professional Engineering Services

Dear Jackie,

CobbFendley, under contract RFP#2024-004P, has been asked to complete a drainage master plan for the Village of Ruidoso. This letter describes the scope of work to complete a drainage master plan to comply with the 2023 Clean Water State Revolving Fund grant awarded to the Village.

The goal of a drainage master plan is to provide an effective planning tool to prioritize capital project investments to address drainage, flood control and public safety now and over a reasonable planning horizon. The planning horizon for this project will address anticipated and projected development over the next 20 years in and around the Village of Ruidoso. Guidance to support projected growth estimates will be based on the Lincoln County Comprehensive plan and the Village of Ruidoso Comprehensive plan. Impacts from recent and historic fires will also be considered due to the substantial change in the watersheds contributing flows from upstream and within the Village limits. Recommendations for watershed improvements, retention and detention structures, and conveyance systems such as culverts, channels, and waterway stabilization are provided. Means to address water quality improvements are included such as shallow groundwater infiltration, conservation overlay zones, and development. The following tasks constitute the scope of work to address the project requirements.

PROJECT TASKS

Each task will address specific elements of the final drainage management plan presented in report format and for presentation to Village Council.

Task 1 - Background Information Review

Numerous documents have been produced and accepted by the Village as guidance for the responsible management and development of the Rio Ruidoso, Carrizo Creek, Eagle Creek and Cedar Creek watersheds which all contribute to the Rio Ruidoso. Each of the following references will be reviewed for guidance practices and principles to determine appropriate analysis assumptions. They include:

- Village of Ruidoso Comprehensive Plan (2019) prepared by Sites Southwest LLC serves to establish priorities and goals to guide effective use of public resources in the interests of creating a thriving community.
- Lincoln County Comprehensive Plan, 2007. Completed by Sites Southwest, LLC with input from an advisory committee and County staff, it is designed to serve as a framework for guiding economic growth and development within the County.
- Rio Ruidoso Assessment, 2010. Stream Dynamics performed assessment of river conditions and made recommendations for river improvement.
- Village of Ruidoso Source Water Protection Plan, 2014. Prepared by the Village and NMED Drinking Water Bureau with the goal of protecting drinking water from contamination.
- Northern Sacramento Mountain Watershed and Forest Restoration Strategy, 2018a prepared by the subcommittee of the Greater Ruidoso Area Wildland-Urban Interface Working Group and the Watershed Restoration Institute, which focuses on reducing fuels and restoring forest health.

Each of these documents will be reviewed and summarized. Specific elements of each plan addressing watershed management, surface water quality, natural resource management, and public safety will be adapted for inputs to the drainage management plan.

Task 2 - Existing and Future Conditions Hydrology

CobbFendley has previously completed a thorough analysis of all watersheds contributing to the Rio Ruidoso from the Sierra Blanca headwaters to the Hollywood gauge, located on the Rio Ruidoso at the eastern boundary of the Village of Ruidoso. This model will serve as the basis for existing and future conditions runoff rate and volume analysis. The base storms presented in the model will include the 2-, 5-, 10-, 25-, 50- and 100-year storms. These rainfall event storm depths will be obtained from NOAA Atlas 14.

Hydrology – Existing Conditions

The existing model, approved by Village Council in 2025, consists of the overall Rio Ruidoso watershed reflecting impacts due to the South Fork, Salt and other fires within the watershed. This model includes 13 separate subbasins that reflect both fire impacts and existing levels of imperviousness due to development. Only the 100-year and 500-year 24-hour storms were modeled. We will refine the existing conditions model and perform the additional storm frequencies listed above.

Hydrology – Future conditions

For future conditions, we will assume a 20-year planning horizon based on the Village and Lincoln County comprehensive plans. Zoning within the watershed will be applied to land parcels to project anticipated changes in development. Compounding future condition projections, we will also consider watershed recovery trends and the potential for future fires. Our research shows that fires occur on a five-to-seven-year cycle within the area. This must be accounted for within the context of future conditions and determining community planning and infrastructure needs. We will perform the same storm frequency and duration analysis as the existing conditions models.

Task 3 – Infrastructure Improvements

The Village has a limited storm water infrastructure system, recently inventoried by CobbFendley as part of the Village asset inventory program. The storm drain system, improved channels, natural channels, and street capacity will be evaluated to determine the ability of the existing network to convey storm flows. Capacity gaps will be identified with recommended infrastructure improvements developed. This will be accomplished through application of the EPA Storm Water management Model (SWMM). This model is commonly used for planning, analysis, and design for stormwater and drainage systems. It can be populated with existing infrastructure and modified with recommended system improvements.

Recommended ponding areas, whether through retention or detention, will be identified. Opportunities for shallow groundwater storage are also included as are green stormwater infrastructure solutions such as rain gardens, porous pavement, stormwater wetlands and similar low impact development scenarios. Optimization of facility size of facilities will be incorporated into our hydrologic models to verify required area and storage volume.

Exhibits showing recommended locations for infrastructure and development project green infrastructure projects will be shown. These exhibits will show proposed locations for ponds, channel or pipeline alignments and related infrastructure. Photographs and design concept drawings for Green Stormwater Infrastructure (GSI) solutions will be included as an appendix to support project planning and design as funds become available.

Preliminary engineer's estimate of construction costs will be developed for specific structures needed for incorporation into the Village capital improvement budget. Unit costs for green stormwater infrastructure details will also be included.

Task 4 – Proposed Policy, Planning Guideline, And Design Standard Recommendations

Opportunities abound to help improve drainage and flood management requirements within the Village. Specific aspects of planning and design are needed.

Policy Recommendations

CobbFendley will review the existing Village of Ruidoso development ordinance included in the Land Use and Zoning Regulations adopted January 14, 2025. Specifically, we will review and provide comment on Section 54 – LAND USE subsections which address:

- Drainage
- Floodplain Management
- Culvert Ordinance
- Hillside Protection
- Watershed Development

Planning Objectives

Recommended planning policy adjustments or updates will be drafted to help better protect private and public property. We will review the Lincoln County and Village of Ruidoso Comprehensive Plans, particularly sections concerning Natural Resource protection. Our focus will be on soil retention, watershed stabilization, ecosystem health, and storm water quality management.

Design Standards

Standards for storm water runoff criteria including allowable discharge rates and volumes generated by both public and private property are included as are development of conservation and ecological protection zones. Several perennial and numerous ephemeral streams occur within the Village. Improving their health and function as means to reduce peak discharges and runoff volumes will be a primary focus. We will also create design criteria for both retention and detention ponds, Green Stormwater Infrastructure (GSI) and Low Impact Development (LID). Conceptual design details will be included as an appendix to the plan.

Task 5 – Drainage Master Plan Document & Appendices

The information created above will be presented in a written report suitable for reference and planning purposes as the Village makes decisions regarding planning, design, policy, and capital improvements. A proposed draft outline of the document follows.

- Chapter 1 – Introduction, Report Objectives, History of Village Drainage Conditions
- Chapter 2 – Review of Background Information
- Chapter 3 – Hydrology – Existing and Future Condition Modeling
- Chapter 4 – Proposed Infrastructure Improvements
- Chapter 5 – Planning, Policy and Design Standards

Exhibits will be prepared to illustrate engineering, planning and natural resource protection zones.

The report will include appendices, at a minimum providing:

- Preliminary Construction Cost Estimates for Infrastructure Improvements
- Reference Information for Green Stormwater Infrastructure/Low Impact Development
- Methods for Slope and Watershed Stabilization
- Other Reference Information

Task 6 – Meetings & Coordination

CobbFendley will host a progress meeting twice a month with the Village of Ruidoso. This meeting will serve to update the Village of progress. Expected supporting agenda items may include modeling findings and results, infrastructure improvement feasibility, policy directives and guidance and general coordination. This task will also include contract management, invoicing and staff coordination.

SCHEDULE

Projected milestones for task activities based on a formal Notice To Proceed (NTP).

Project Kick Off Meeting – within 2 weeks from NTP

Task 1 – 5 weeks from NTP

Task 2 – 12 weeks from NTP

Task 3 – 32 weeks from NTP

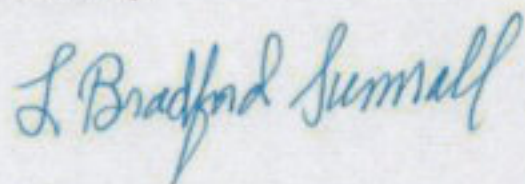
Task 4 – 40 weeks from NTP

Task 5 - 48 weeks from NTP

We will perform this work as a task order under the terms of our current On-Call Professional Engineering Services contract. Our total proposed fee excluding NMGRT is \$325,103 invoiced monthly on a time and materials basis. Total fee including NMGRT is \$349,892.10, reflected on monthly invoices.

We appreciate the opportunity to support the Village now and into the future as we work together toward improving the watershed and protecting the public. Please feel free to contact me with any questions or additional information needs. Thank you very much.

Sincerely,

A handwritten signature in blue ink that reads "L. Brad Sumrall".

L. Brad Sumrall, PE
Principal
Senior Project Manager

Mountain Municipal Program

Basis of Estimate

Project: VILLAGE OF RUIDOSO DRAINAGE MASTER PLAN						
Description: Watershed Hydrology, Runoff Collection and Storage System Improvements, Policy Recommendations, Capital Investments						
Method of Pay Time and Materials 9/1/2025						
Task Description	Task Cost	Senior Engineer 3 Hours	Project Manager 2 Hours	Engineer 1 Hours	Tech 3 CADIGIS Hours	Total Labor Hours
Task 1 Review of Background Information	\$12,651.00					
Review of historic reports	\$4,389.00	1	4	20		25
Review of comprehensive plans	\$4,389.00	1	4	20		25
Summary of goals, objectives and policy affecting development	\$3,873.00	1	2	20		23
Task 2 Existing and Future Hydrology	\$42,358.00					
Review of existing hydrology models	\$4,008.00	2	6	12		20
Creation of 2-, 5-, 10-, 25-, 50- and 100-yr rainfall tables	\$2,892.00	2	4	8		14
Recalibration of existing condition models due to recent changes	\$5,830.00	2	6	24		32
Determination of Future Condition Parameters (fire, development)	\$8,012.00	4	12	24		40
Future Condition HEC-HMS models	\$21,628.00	4	20	100		124
Task 3 Infrastructure Improvements	\$111,818.00					
SWMM Model Development and Iteration	\$47,272.00	8	32	240		280
Ponding - Retention and Detention Requirements	\$15,548.00	4	20	60		84
Channels and Pipelines	\$11,660.00	4	12	48		64
Green Stormwater Infrastructure Locations	\$11,660.00	4	12	48		64
Preliminary Cost Estimates	\$12,692.00	4	16	48		68
Exhibits for Locations	\$12,986.00	2	12	8	60	82
Task 4 - Policy, Planning & Design Studies	\$49,436.00					
Review Existing Development Ordinance	\$4,006.00	2	6	12		20
Revisions to Drainage, Floodplain Mgmt, Culvert, Hillside, Watershed Development Ordinances	\$9,994.00	2	8	48		58
Planning Policy Adjustments	\$6,188.00	4	12	12		28
Design Standards Development for Runoff and Ponding	\$14,624.00	8	28	32		68
Green Stormwater Infrastructure/LID Policy Development	\$14,624.00	8	28	32		68
Task 5 - Drainage Master Plan Document & Appendices	\$55,944.00					
Draft Report	\$29,032.00	8	32	120		160
Draft Appendices	\$15,620.00	4	16	32	40	92
Final Report	\$11,292.00	4	20	32		56
Task 6 - Meetings & Coordination	\$52,896.00					
Weekly Coordination Meeting with Village Staff	\$26,448.00	16	64	32		112
Project Management/Coordination	\$26,448.00	16	64	32		112
Hours Subtotals	\$ 325,103.00	115	440	1064	100	1719
Contract Rate Per Hour		\$317.00/Hr.	\$258.00/Hr.	\$152.00/Hr.	\$134.00/Hr.	
Subtotal Labor Costs (Lump Sum)		\$36,455.00	\$113,520.00	\$161,728.00	\$13,400.00	\$325,103.00
Direct Expenses (Lump Sum)						
Survey		Quantity	Unit Cost			Subtotal
SUE		0				\$ -
Vehicle Mileage - (Current State Rate)		0				\$ -
Photocopies BW (Up to 11" X 17")						\$ -
Photocopies Color (Up to 11" X 17")						\$ -
Direct Expenses Subtotal (Lump Sum)						\$ -
TOTAL COST (LUMP SUM)						\$ 325,103.00

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 8.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

Financial Impact:

Upon approval, a budget adjustment will be completed in the SGRT Special Revenue Fund.

Item Discussion:

Revise design documents to address modifications made necessary by the 2025 floods. Provide engineering services during construction and resident project representative services. Submit utility permit application to New Mexico Department of Transportation.

Recommendations:

To Approve Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the Amount of \$669,554.15 Including NMGRT.

ATTACHMENTS:

[Waterworks Task Order.pdf](#)

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Water Work Engineers, LLC
FY2025**

1. **Task Order Number:** RFP # 2024-004P-WWE-04
2. **Title:** Two Rivers Raw Water Intake and Transmission
3. **Project Number:** _____
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Revise design documents to address modifications made necessary by the 2025 floods. Provide Engineering Services During Construction (ESD) and Resident Project Representative (RPR) services. Submit utility permit application to New Mexico Department of Transportation (NMDOT)
6. **Village Contact:** Jaquelyne Peña, Adam Sanchez
7. **Water Works Engineers Contact:** Mohsen Karbakhsh and Mike Fisher
8. **Estimated Performance Time:** November 19, 2026
9. **Estimated Cost:** \$618,883.10 not including NMGRT
10. **Attachments:** Water Works Engineers Two Rivers Raw Intake and Transmission Task Order No.4
11. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Lynn D. Crawford, Mayor

Date: _____

ATTEST:

Jini S. Turri, Village Clerk

Water Works Engineers, LLC



Michael J Fisher, Managing Member

Date: 09/16/2025

This Task Order is issued by the Village of Ruidoso (herein referred to as CLIENT) and accepted by Water Works Engineers, LLC (herein referred to as ENGINEER) pursuant to the mutual promises, covenants, and conditions contained in the most current Engineering Services Agreement between the Village of Ruidoso and Water Works Engineers, LLC.

PROJECT DESCRIPTION

The project specifics are as follows:

Location	100 Robin Rd, Ruidoso, NM 88345
Facility Name	Two Rivers Raw Water Intake and Transmission System
Facility Type	Raw Water Intake and Transmission
Existing Facility/ Site Description	Temporary Pump: 75 HP, 4" discharge , 1800 gpm at 393 ft, skid mounted Temporary transmission: ~8,200 LF of 12" HDPE DR11
General Project Objectives	Task Order No. 4: - Revise design documents to address modifications made necessary by the 2025 floods - Provide Engineering Services During Construction (ESDC) and Resident Project Representative (RPR) services - Submit utility permit application to New Mexico Department of Transportation (NMDOT)

SCOPE

The following services will be provided by ENGINEER for the Two Rivers Raw Water Intake and Transmission System (Project). This Task Order has been split into the following subtasks:

Subtask	Title
1	Project Management
2	Additional engineering services
3	Engineering Services During Construction and Resident Project Representative

Subtask 1 – Project Management

Under this subtask, ENGINEER will monitor and track the project budget and schedule to help ensure that all deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will also monitor progress and coordinate the activities being performed by ENGINEER's sub-consultants associated with the project and submit monthly progress reports to the CLIENT. The following will be performed under this subtask:

- 1) Project Kickoff Meeting
 - a) ENGINEER introductions to CLIENT staff
 - b) Familiarize ENGINEER with all project facilities
 - c) Gather operational data and record drawings
 - d) Agree on Project objectives
 - e) Agree on Project deliverables
- 2) Field Visits, as needed
 - a) ENGINEER will attend Project field visits as needed (up to 2 site visits included)
- 3) Project Communication and Control

- a) Coordination of all ENGINEER's Project Team activities
- b) Communication of project progress and issues to CLIENT staff
- c) Project schedule maintenance and control of project tasks to keep project schedule on track
- d) Cost tracking of all engineering activities and active cost control of fees
- e) Project Data Request Log (updated and disseminated as needed)
- 4) Quality Assurance/Quality Control
 - a) Plan and implement Quality Assurance/ Quality Control Policy with the entire project team
 - b) Ensure QA/QC procedures are being followed at each step in the design process

Meetings	• As needed
Deliverables	• As needed

Subtask 2 – Additional Engineering Services

ENGINEER will provide the following additional services:

- 1) Raise electrical platform and reinforce structural elements to account for the July 2025 flood event, elevation confirmation by CLIENT
- 2) Investigate site civil conditions and armor the park bending slopes with riprap to prevent further site erosion
- 3) Submit utility permit application to New Mexico Department of Transportation (NMDOT), on behalf of the CLIENT

Deliverables	NA, modifications will be included in final design documents per original schedule
---------------------	--

Subtask 3 – Engineering Services During Construction and Resident Project Representative

ENGINEER will provide the following Engineering Services During Construction (ESDC) Services:

- 1) Manage pre-construction conference
- 2) Manage weekly construction meetings
- 3) Provide field observation and Resident Project Representative (RPR) services (3 continuous days a week, and up to 44 weeks), with daily reports, and weekly email updates to CLIENT
- 4) Consult CLIENT on pay application and quantity coordination
- 5) Submittal Reviews (up to 40 submittals)
- 6) RFI review, documentation and tracking
- 7) Change Order review, documentation, and quantity coordination
- 8) Punch list item development and project closeout and warranty coordination
- 9) Lab testing results review, by CONTRACTOR
- 10) Prepare record drawings from CONTRACTOR's red line markups
- 11) Update control narrative plan

Meetings	Pre-Construction Conference Weekly Construction Meeting
Deliverables	Daily Progress Reports (DPR) Weekly updates Submittal responses RFI response Quantity responses Record Drawings Updated control plan

ASSUMPTIONS:

The following assumptions have been made in the development of this scope and fee. Additional Task Orders would be required to perform any of the work which is not listed in this scope or has been specifically identified as out of scope in the assumptions below:

- 1) All work completed by ENGINEER for the Project shall be performed under the signed and executed, "Professional Service Contract" between ENGINEER and CLIENT dated March 19, 2024.
- 2) Notice To Proceed (NTP) date upon receipt of PO.
- 3) CLIENT is providing all relevant background data, including but not limited to, those listed above, on a timely manner, ENGINEER is not responsible for delays caused by absence of background information.
- 4) CLIENT will provide consolidated written review comments for each deliverable within 10-working days.
- 5) Daily construction observation assumes a full day (8 hours) service, including travel time, on-site observation, and daily report production. These services will be billed at a minimum of 8 hours/day.

NOT IN THIS SCOPE:

- 1) Advertising or bidding services
- 2) Resurveying of the site
- 3) Flood assessment or time/inundation study
- 4) Pay application or change order processing
- 5) Special inspections or lab testing
- 6) Bid evaluation and support services

SCHEDULE:

See attachment B for ENGINEER's estimate of construction schedule.

PAYMENT:

Payment will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates and fee shown in attachment A. Total Fee for this task order, not including New Mexico Gross Receipts Tax (NMGR), is \$618,883.10.

ATTACHMENTS

Attached to this Scope for reference are the following:

A	Fee schedule and rate
B	ENGINEER's estimated construction schedule

EFFECTIVE DATE

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Task Order with the effective date being the last date written below.

Village of Ruidoso

Two Rivers Raw Water Intake and Transmission

Task Order No. 4 – Engineering Services During Construction



CLIENT

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

ENGINEER

By:  _____

Name: Mike Fisher, PE

Title: Managing Member

7500 North Dobson Road, Suite 200
Address: Scottsdale, Arizona 85256

Date: 08/04/2025

20-3148271
Employer I.D. No.

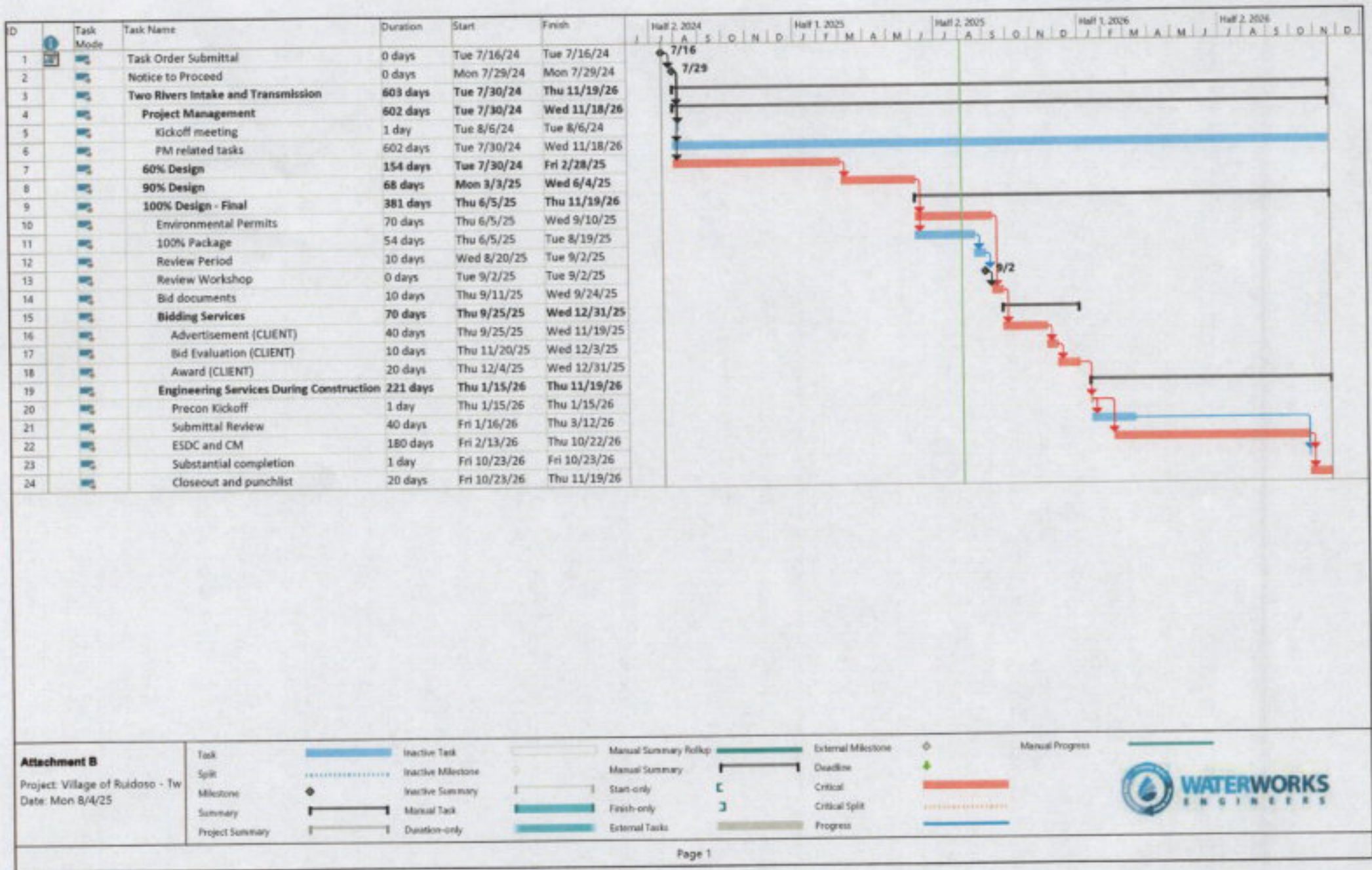


Attachement A - Fee schedule and rate

Client				Village of Ruidoso				 WATERWORKS ENGINEERS									
Project				Two Rivers RW Intake and Transmission System													
Task Order No				4 - ESDC and RPR													
Prepared by				Mohsen K., Todd K., Mike F.													
Date				8/4/2025													
				Subtask 1		Subtask 2		Subtask 3									
				2025		2025		2026									
				Project Management		Additional Engineering Services		ESDC and RPR									
Water Works Engineers				2024		hrs		fee		hrs		fee					
Classification/Title				Hourly Rate													
AA1		Administrative		\$72.0		16		\$1,186.56									
AA2		Senior Administrative		\$93.0													
E0		Jr Engineer / Jr Field Engineer		\$103.0						500		\$59,941					
E1		Staff Engineer		\$113.0													
E1A		Staff Engineer II		\$134.0													
E2		Associate Engineer		\$144.0				80		\$11,866		1400		\$213,877			
E2A		Associate Engineer II		\$155.0													
E3		Project Engineer		\$170.0		120		\$21,012.00		40		\$7,004		480		\$86,569	
E3A		Project Engineer II		\$185.0													
E4		Senior Project Engineer		\$201.0		40		\$8,281.20		20		\$4,141		200		\$42,648	
E4A		Senior Project Engineer II		\$227.0													
E5		Principal Engineer		\$242.0										80		\$20,539	
E5A		Principal Engineer II		\$268.0													
I1		Field Inspector		\$98.0													
I2		Senior Inspector		\$139.0													
I3		Supervising Inspector		\$155.0													
T1		Drafter/Jr. Technician		\$98.0						100		\$10,094		80		\$8,317	
T2		Designer/Sr. Technician		\$118.0						80		\$9,723		40		\$5,007	
T3		Senior Designer		\$139.0						40		\$5,727		20		\$2,949	
Expenses																	
WWE Expenses																\$100,000	
Subconsultants																	
Subconsultant Markup				10%												\$0	
Subtask Total Hours						176				360				2800			
Subtask Total Fee								\$30,480				\$48,554				\$539,849	

*Inclusive of 3% annual increase from contract rates

Project Total	
Hours	Fee (w/o NMGR)
3336	\$618,883.10
8.1875% NMGR (26-112)	\$50,671.05
Total Fee, including NMGR	\$669,554.15



AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 9.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: October 14, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-35, Relating to the \$918,415.00 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-35, Relating to the \$918,415.00 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Financial Impact:

Upon issuance of agreement, the Finance Department will prepare a budget adjustment to record the Loan/Grant Agreement Amendment to the SGRT Special Revenue Fund (Fund #202).

Item Discussion:

Resolution 2025-35, Relating to the \$918,415.00 Loan/Grant Agreement Dated January 19,

2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Recommendations:

To Approve Resolution 2025-35, Relating to the \$918,415.00 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of \$1,157,840 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of \$1,984,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement

ATTACHMENTS:

[Resolution 2025-35.pdf](#)

STATE OF NEW MEXICO
COUNTY OF LINCOLN

The Village Council (the "Governing Body") of the Village of Ruidoso, New Mexico (the "Borrower/Grantee"), met in regular session in full conformity with law and the rules and regulations of the Governing Body in the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 being the meeting place of the Governing Body for the regular meeting held on the 14th day of October, 2025, at the hour of 1:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the Secretary a copy of a proposed resolution in final form.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. 2025-35

RELATING TO THE \$918,415 LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (THE "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE VILLAGE OF RUIDOSO (THE "BORROWER/GRANTEE") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY" OR "LENDER/GRANTOR"), ENTERED INTO FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION AND REHABILITATION OF UPPER CANYON SURFACE DIVERSION WELL, GATES AND ELECTRICAL EQUIPMENT UPGRADES; AUTHORIZING AN AMENDMENT TO THE LOAN/GRANT AGREEMENT TO ACCEPT AN ADDITIONAL GRANT AMOUNT OF \$1,157,840 FROM THE LENDER/GRANTOR TO THE FINANCE THE CONSTRUCTION COST OVERRUNS OF THE PROJECT RESULTING IN A TOTAL GRANT AMOUNT OF \$1,984,413; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT TO THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Article I of the Loan/Grant Agreement unless otherwise defined in the preambles or Section 1 of this Resolution, or unless the context requires a different meaning.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee executed and delivered to the Finance Authority a Loan/Grant Agreement dated January 19, 2024, to borrow \$91,842 from the Lender/Grantor and to accept a grant in the amount of \$826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the "Project"); and

WHEREAS, the Governing Body has determined that it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional grant in the amount of \$1,157,840 from the Lender/Grantor to finance the construction cost overruns of the Project (the "Additional Grant") resulting in a total Grant Amount of \$1,984,413; and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, and this Resolution and the Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement remain effective.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO:

Section 1. Definitions.

“Loan/Grant Agreement Amendment” means the amendment to the Loan/Grant Agreement authorized by this Resolution.

“Resolution” means this Resolution No. _____ adopted by the Governing Body on October 14, 2025 approving the Loan/Grant Agreement Amendment.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Borrower/Grantee directed toward the execution and delivery of the Loan/Grant Agreement Amendment is hereby ratified, approved and confirmed.

Section 3. Loan/Grant Agreement Amendment – Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the Borrower/Grantee, it is hereby declared necessary that the Borrower/Grantee, pursuant to the Act, enter into the Loan/Grant Agreement Amendment, and the execution and delivery of the Loan/Grant Agreement Amendment is hereby authorized.

B. Detail. The Loan/Grant Agreement Amendment shall be substantially in the form presented to the Governing Body at the meeting of the Governing Body at which this Resolution was adopted. The Loan/Grant Agreement Amendment shall provide in substance that the Borrower/Grantee accepts an additional grant in the amount of \$1,157,840, and to effect such change, the terms “Grant” and “Grant Amount” throughout the Loan/Grant Agreement and loan/grant documents shall refer to, collectively, an aggregate grant amount of \$1,984,413.

Section 4. Approval of Loan/Grant Agreement Amendment. The form of the Loan/Grant Agreement Amendment as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby authorized to

execute, acknowledge and deliver the Loan/Grant Agreement Amendment with such changes, insertions and omissions as may be approved by such Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Borrower/Grantee on the Loan/Grant Agreement Amendment and attest the same, and the execution of the Loan/Grant Agreement Amendment by Authorized Officers shall be conclusive evidence of such approval. Authorized Officers are further authorized to execute such other documents as may be required by the Finance Authority, including, without limitation, closing certificates.

Section 5. Resolution Irrepealable. After the Loan/Grant Agreement Amendment has been executed and delivered, this Resolution shall be and remain irrepealable until the Loan shall be fully paid, canceled and discharged, as provided in the Loan/Grant Agreement.

Section 6. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 8. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the President and Secretary of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2025.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

Village Council Member _____ then moved adoption of the foregoing Resolution, duly seconded by Village Council Member _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Governing Body having voted in favor of said motion, the President declared said motion carried and said Resolution adopted, whereupon the President and the Secretary signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By _____
Jini S. Turri, Village Clerk

STATE OF NEW MEXICO
COUNTY OF LINCOLN

I, Jini S. Turri, the duly qualified and acting Village Clerk, of the Village Of Ruidoso (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 on October 14, 2025, at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Loan/Grant Agreement Amendment, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-1 adopted and approved on December 10, 2024 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 7st day of November, 2025.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO

By _____
Jini S. Turri, Village Clerk

[SEAL]

6908747

EXHIBIT “A”

Meeting Agenda
of the October 14, 2025
Village Council Meeting

[SEE ATTACHED]

LOAN/GRANT AGREEMENT AMENDMENT

dated

November 7, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,

and the

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO,
as Borrower/Grantee.

TO ACCEPT AN ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024

**LOAN/GRANT AGREEMENT AMENDMENT
TO ACCEPT AN ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024**

THIS LOAN/GRANT AGREEMENT AMENDMENT DATED NOVEMBER 7, 2025 TO ACCEPT AN ADDITIONAL GRANT AMOUNT RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (this “Loan/Grant Agreement Amendment”) is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority” or “Lender/Grantor”), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the “Borrower/Grantee”).

Capitalized terms used herein shall have the same meaning assigned to them in the Loan/Grant Agreement dated January 19, 2024, between the Finance Authority and the Borrower/Grantee (the “Loan/Grant Agreement”) except as otherwise defined below.

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Governing Body adopted Resolution No. 2023-39 on December 12, 2023 (the “Resolution”), authorizing, approving and directing the Borrower/Grantee to borrow \$91,842 from the Lender/Grantor and to accept a grant in the amount of \$826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the “Project”); and

WHEREAS, on January 19, 2024, the Finance Authority and the Borrower/Grantee entered into a \$918,415 Water Project Fund Loan/Grant Agreement (the “Loan/Grant Agreement”), consisting of a Loan Amount of \$91,842 and a Grant Amount of \$826,573; and

WHEREAS, on August 28, 2025, the Governing Body determined it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional grant in the amount of \$1,157,840 from the Lender/Grantor to finance the construction

cost overruns of the Project (the “Additional Grant”) resulting in a total Grant Amount of \$1,984,413; and

WHEREAS, the Borrower/Grantee has adopted Resolution No. _____ on October 14, 2025, which authorizes this Loan/Grant Agreement Amendment amending the Loan/Grant Agreement to accept an additional grant in the amount of \$1,157,840 ; and

WHEREAS, the Governing Body of the Borrower/Grantee intends that the provisions of the Loan/Grant Agreement shall govern the use and expenditure of the Grant Amount, including all provisions relating to the Loan Payments, the pledge of the Pledged Revenues, and all covenants, warranties and certifications contained in all of the documents relating to the Loan/Grant Agreement (“Loan/Grant No. WPF-5981 Loan Documents”); and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, and Resolution No. _____ and this Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement remain effective; and

WHEREAS, the execution and performance of this Loan/Grant Agreement Amendment have been authorized, approved, and directed by all necessary and appropriate action of the Finance Authority and their respective officers and the Borrower/Grantee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I AMENDMENT

Section 1.1. Amendment of Article I, Definitions. The parties hereby agree that Article I, Definitions, “Grant” or “Grant Amount” of the Loan/Grant Agreement is deleted in its entirety and replaced with the following:

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than one million, nine hundred eighty-four thousand, four-hundred thirteen dollars (\$1,984,413).”

The terms “Grant” and/or “Grant Amount” throughout the Loan/Grant No. WPF-5981 Loan Documents shall refer to the original grant amount of \$826,573 together with the additional grant amount of \$1,157,840, resulting in an aggregate Grant Amount of \$1,984,413.

Section 1.2. Effective Date. This Loan/Grant Agreement Amendment shall be effective as of November 7, 2025.

ARTICLE III RATIFICATION

Section 3.1. All Other Provisions of Loan/Grant Agreement Remain Effective. Except as expressly amended by this Loan/Grant Agreement Amendment, the Loan/Grant Agreement shall remain effective in its entirety until repayment in full.

ARTICLE IV NOT A NOVATION

Section 4.1. Not a Novation. The Borrower/Grantee and the Finance Authority expressly intend and agree that this Loan/Grant Agreement Amendment evidences a modification only of the Loan/Grant No. WPF-5981 Loan/Grant Documents and is not a novation.

ARTICLE V MISCELLANEOUS

Section 5.1 Benefit. This Loan/Grant Agreement Amendment shall inure to the benefit of and shall be binding upon the Finance Authority, the Borrower/Grantee and their respective successors and assigns, if any.

Section 5.2 Binding Effect. All terms and conditions of the Loan/Grant Agreement shall remain in full force and effect, as supplemented by this Loan/Grant Agreement Amendment.

Section 5.3. Severability. In the event that any provision of this Loan/Grant Agreement Amendment or any provision of the Loan/Grant Agreement as hereby amended should be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Loan/Grant Agreement.

Section 5.4. Execution in Counterparts. This Loan/Grant Agreement Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5. Applicable Law. This Loan/Grant Agreement Amendment shall be governed by and construed in accordance with the laws of New Mexico.

Section 5.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan/Grant Agreement Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Loan/Grant Agreement Amendment in its corporate name; and the Borrower/Grantee has caused this Loan/Grant Agreement Amendment to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By _____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST: _____

By _____
Jini S. Turri, Village Clerk

6908889_2

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$2,076,255 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981

Closing Date: November 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: Additional loan in lieu of match

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"
WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: Village of Ruidoso Contact Name: Title: Email Address:	Project Number: WPF-5981 Project Name: Upper Canyon Surface Division Rehabilitation Project Type:
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$2,076,255 Current Balance: \$ _____ Loan 10% Grant 90% Match: \$393,607 Construction Cost overrun Grant: \$1,157,840 Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period:	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

****All fields must be completed.***

EXHIBIT "E"
FORM OF CERTIFICATE OF COMPLETION

RE: \$2,076,255 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981

Closing Date: November 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

VILLAGE OF RUIDOSO,
LINCOLN COUNTY, NEW MEXICO

By: _____

Its: _____

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 10.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: October 14, 2025

Re: Approval of Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Item Summary:

Approval of Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Financial Impact:

Additional revenue to the Airport.

Item Discussion:

Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Recommendations:

To Approve Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

ATTACHMENTS:

[New Lease Agreement.pdf](#)

[Original Lease Agreement.pdf](#)

[First Renewal.pdf](#)

[Second Renewal.pdf](#)

[Third Renewal.pdf](#)

Assignment of Lease Agreement

This agreement made this 15th day of September, 2025, by and between Randy Bailey whose address is 109 Convair Ct., Ruidoso, New Mexico, herein called "Assignor" and Kerry and Christine Manire, as "Assignees" herein whose address is 145 Shauna Lane, Alto, New Mexico and the Village of Ruidoso, whose address is 313 Cree Meadows Drive, Ruidoso, New Mexico, as "Lessor".

For, and in consideration of Assignee's agreement to pay the rentals specified in a certain Lease Agreement entered into on November 13, 2002 and renewed November 13, 2012 under First Renewal Agreement by and between Randy Bailey and the Village of Ruidoso, and other good and valuable consideration negotiated by and between Assignor and Assignee, and Assignee's compliance with the covenants and conditions of said Original Lease and First Renewal Agreement.

Assignor hereby warrants and represents that the Original Lease and First, Second and Third Renewal Agreement is in good standing and assigns his interest in the Original Lease and First, Second and Third Renewal Agreement to Assignees, and Lessor hereby consents to the assignment.

Witness our hands and seals this 15th day of September, 2025.

ASSIGNOR:

Randy Bailey
Randy Bailey

Date: Sept 15, 2025

ASSIGNEES:

Kerry
Kerry Manire

Date: 9-15-25

Christine Manire
Christine Manire

Date: 9-15-25

Assignment Approved By:
Lessor: Village of Ruidoso

By: Lynn Crawford
Title: Mayor

Date: _____

STATE OF NEW MEXICO
COUNTY OF LINCOLN

Assignor Randy Bailey acknowledged this instrument before me this 15 day of September 2025. Randy Bailey

My commission expires

4-25-26



State of New Mexico
Notary Public
Katlynn Diane Polaco
Commission Number 1137868
Expiration Date 04-25-2026

Notary Public

Katlynn Diane Polaco

STATE OF NEW MEXICO
COUNTY OF LINCOLN

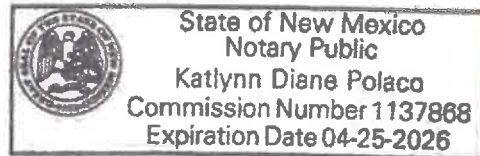
Assignee Kerry Manire acknowledged this instrument before me this 15th day of September 2025. *Kerry Manire* 9-15-25

My Commission expires:

4-25-26

Katlyn Diane Polaco
Notary Public

STATE OF NEW MEXICO
COUNTY OF LINCOLN



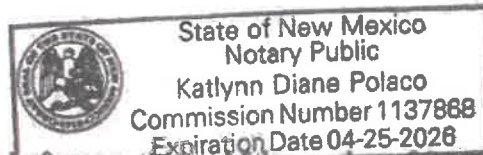
Christine Manire acknowledged this instrument before me this 15th day of September 2025. *Christine Manire* 9-15-25

My Commission expires:

4-25-26

Katlyn Diane Polaco
Notary Public

STATE OF NEW MEXICO
COUNTY OF LINCOLN



This instrument was acknowledged before me this 15th day of September 2025 by Lynn Crawford, Mayor of the Village of Ruidoso, on behalf of Lessor, Village of Ruidoso.

My Commission expires:

Notary Public

**LEASE AGREEMENT
(30 YEAR OPTION)**

THAT FOR AND IN CONSIDERATION of the Agreement, covenants, and provisions contained herein, the **VILLAGE OF RUIDOSO**, a Municipal Corporation, owner of the **SIERRA BLANCA REGIONAL AIRPORT**, hereinafter called "Village" and Randy Bailey, hereinafter called Lessee, do hereby agree as follows:

(1) PROPERTY LEASED: For and in consideration of payment by Lessee of the rentals herein specified and the compliance by Lessee with the covenants and conditions herein set forth and the rules and regulations of the Village, whether now in force or hereafter enacted, governing use of the Sierra Blanca Regional Airport, the Village does hereby lease and let unto the Lessee all of the following described area located at the Sierra Blanca Regional Airport:

The Southeast corner of the undeveloped hangar area consisting of 5000 square feet, the dimensions being approximately 100 feet long and 50 feet deep, all located within the Village of Ruidoso, as shown on Exhibit "A" attached hereto and made a part hereof as though set forth in full. ("Leased Premises").

(2) PAYMENT PROVISIONS: For and in consideration of, the covenants and agreements contained, Lessee agrees to pay Village as follows:

(a) Ground Rental and Due Date:

Lessee shall pay to the Village as ground rental the sum of Eight Cents (.08) per square foot, per year, the first payment being due on the effective date of this Agreement and each subsequent payment due the annual anniversary of the Agreement.

(b) Penalty: A penalty equal to Ten Percent (10%) of the unpaid balance, together with interest at the rate of Nine Percent (9%) per annum, shall accrue on all late payments more than ten (10) days late.

(c) If water is provided pursuant to the terms of 8(b) below, lessee agrees to pay for such water at the rate of \$12.50 per month. The rate is subject to change by the Village at any time, and lessee agrees to said change.

☒ water accepted

☐ water declined

(3) TERM: The primary term of this Agreement shall be for a period of ten (10) years from the effective date of this Agreement, provided however, that Lessee shall have the option to extend this Agreement for four (4) additional five (5) year periods on the same terms and conditions subject to the following:

(a) at the end of the first ten (10) year period, and each five (5) year period thereafter, the lease amount can be modified upon action by the Village Council, upward or downward, based upon and limited to percentage changes in the Consumer Price Index (CPI) as published annually by the United States Department of Labor. If Lessee desires to extend this Agreement for the option terms granted herein, it must notify the Village in writing of its intent not less than sixty (60) days prior to the termination of each term; and

(b) at the termination of this Agreement, including any extensions hereof, the hangar and all interest in the property shall revert back to the Village. At the time of reversion all utilities will be transferred to the Village and the hangar shall be free and clear of all debt, liens or other encumbrances which would affect the Village's title to said property; and

(c) Lessee shall obtain a building permit for the structure contemplated by the terms of this Lease, and start construction, within ninety (90) days from the effective date of this Agreement and shall substantially complete the construction of the structure contemplated herein and for which a building permit is obtained within nine (9) months from the effective date of this Agreement or this Lease shall automatically terminate.

(4) EFFECTIVE DATE:

The effective date of this lease agreement is the 13 day of November, 2002.

(5) OBJECTS AND PURPOSES: Lessee covenants and agrees to use the "Leased Premises" for only the following purposes:

The construction of an aircraft hangar, including the necessary pad and associated paving of the Leased Premises. All construction shall meet established standards for construction at Sierra Blanca Regional Airport. Color and finish shall be approved by the Airport Manager for conformance with existing structures at the Airport. It is understood and agreed that Lessee may not conduct a nonaeronautical activity on leased premises.

Lessee shall have the right to use the leased premises for storage of general aviation aircraft or other purposes which are related to aviation or the aviation industry and not incompatible with normal uses of airport property. Lessee shall also have the right of ingress and egress from the leased premises over and across designated airport property and the public roadway serving the airport may be utilized by the Lessee, its agents, and employees, patrons and invitees, subject to the ordinances, rules and regulations as now or may hereinafter be applicable at the Airport.

(6) **LAWS AND REGULATIONS:** Lessee will keep and maintain the premises in a clean and healthful condition and comply with all current and/or future laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions or occupancy of the leased premises.

(7) **AIRPORT DEVELOPMENT:** The Village reserves the right to develop, operate, or improve the airport as it sees fit, regardless of the desires or views of the Lessee, without interference or hindrance on the part of the Lessee.

(8) **UTILITIES:**

(a) Subject to the provisions of subparagraph (b) below, lessee shall be solely responsible for providing all necessary utilities (if any needed). Lessee shall pay for all utility service charges applicable to the leased premises.

(b) Lessee shall have the option, by checking the appropriate box in 2(c), of accepting water service at the rate indicated. Water shall be used for non-commercial purposes only, and is subject to the Village of Ruidoso Water Contingency Plan. Non-compliance with these terms or excessive usage, defined as usage in excess of the minimum amount established in the Village of Ruidoso water ordinance, may result in withdrawal of this option. The Village reserves the right to amend or terminate this service at any time and lessee reserves the right to terminate service at any time, provided that service shall not be pro-rated for any portion of a month.

(9) **MAINTENANCE AND REPORTING OF DEFECTS:** Lessee agrees to maintain the leased premises in a clean, neat, safe and orderly manner at all times, free of waste, rubbish, and debris, and to maintain all structures and improvements on the leased premises in a good state of repair. Lease is hereby subject to inspection by the Village Inspector or Fire Marshall at all times.

(10) **OBSTRUCTIONS:** The Village reserves the right to take any action it may deem necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or any other structure on the leased premises which, in the opinion of the Village, would limit the usefulness of the airport or constitute a hazard to the safe operation of the airport facilities. The Lessee and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the property.

(11) **REVENUE SHARING:** Lessee may offer the Village any unoccupied hangar for nightly rental only. The revenue split from overnight rental shall be divided equally between the Village and the Lessee. Ingress and egress fees to the hangar will be the responsibility of the overnight renter. Billing for any Revenue Sharing will be handled by the airport. Disbursement of Revenue Sharing to Lessee will be by the 20th of each month. Lessee shall hold harmless the airport in the collection of delinquent accounts. Cost of collection will be on the same percentage as set forth under the revenue sharing split. The airport shall use due diligence care in the collection of delinquent accounts.

(12) **ADVERTISING SIGNS:** Lessee may install on or about the leased premises identifying its business. The number, general type, size and locations must be approved in writing by the Airport Manager prior to installation and comply with the Village of Ruidoso sign ordinance.

(13) **INDEMNITY CLAUSE AND INSURANCE:**

A. Indemnity. Each party agrees to indemnify and save harmless the other, its elected or appointed officials, agents, boards, commissions, employees and representatives, ("Indemnity") from all suits, including attorney's fees and costs of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of or in connection with any act or omission of the other party, its agents and employees, and of any subcontractor, its agents and employees, in any way arising out of or resulting from any activity of the other party on the Airport which results directly or indirectly in the injury to or death of any person or persons or the damage of any

property of any person or persons, or on account of any act, claim or amount arising or recovered under workman's compensation law, or arising out of the failure of the other party or those acting under the other party to conform to any statutes, ordinance, regulation, law or court decree to the extent that the suit, loss, damage, expense or claim arises out of the negligence or other conduct of the indemnifying party for which the indemnifying party may be held legally liable. It is the intent of the Lessee and the Lessor that the Indemnatee shall, in all instances except as provided below be indemnified by the other party against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any persons arising out of or in any way connected with the other party's activity on the Airport. Each party shall give to the other party prompt notice of any claim made or suit instituted which in any directly or indirectly affects or might affect the other party, and the party affected by same shall have the right to compromise and defend same to the extent of its duty, to participate in the defense of any claim or litigation with attorneys of the other party's selection without relieving the parties obligation to indemnify. This obligation shall survive any termination of this Agreement. In addition, Lessee shall hold Lessor harmless against all mechanic's and materialman's liens and/or liens of a like nature, and against all reasonable attorney fees and other costs arising by reason of such liens or claims. Nothing in this paragraph shall impose any liability on Lessor beyond matters for which it would be liable pursuant to the New Mexico Tort Claims Act or succeeding law.

- B. **Fire and Extended Coverage.** Lessee shall insure all improvements on the premises, whether constructed by Lessee or Lessor, against all loss or damage by fire, the elements, or other casualty in an amount not less than the full replacement value of the improvements, tools, tooling parts, excavation costs and other includable items. All insurance policies shall name the Lessor as an additional insured and a certificate showing the same shall be deposited with the Lessor. If the subject improvements are damaged or destroyed by fire, the element or other casualty, Lessee shall have the option of (a) repairing and replacing the improvements and clearing the premises of all ruins, rubbish, wreckage and debris or (b) electing not to rebuild and replace the improvements and clear the premises of ruins, rubbish and wreckage. In the event, Lessee elects not to rebuild the improvements; the insurance proceeds shall be disbursed as follows:

Any lien holders shall be paid first. Disbursements of the balance of insurance shall first be used to clean premises of all ruins, rubbish, wreckage, and debris. The balance shall be disbursed to Lessee and Lessor as follows:

The whole of the net proceeds shall be divided into thirty (30) parts: each year the Lease is in effect the Lessee will have its part reduced by one (1) and said part shall be transferred to Lessor.

If premises are not rebuilt, Lease shall terminate and all remaining improvements shall belong to the Village, together with its share of the net proceeds as referenced above.

- C. **Failure to Provide Insurance.** If Lessee fails to satisfy or maintain the insurance requirements set forth in this Agreement, Lessor, upon written notice to Lessee, shall have the right to immediately cancel this Agreement or to secure the required insurance at the cost and expense of the Lessee.
- D. **Liability Insurance.** Lessee agrees to procure and maintain a policy of general liability insurance protecting Lessee's operations, activities and personnel, and providing coverage of the indemnity required in this Agreement. Limits of liability shall be a combined single limit of not less than \$300,000.00. A certificate of insurance evidencing this insurance shall be provided to the Lessor annually.

(14) QUIET ENJOYMENT: Lessor covenants that so long as Lessee timely pays the rent under this lease, and performs the required obligations and conditions, Lessee shall peaceably have and enjoy the leased premises and the privileges under this lease for commercial use of Airport land.

(15) SURRENDER OF POSSESSION: Upon expiration or other termination of the lease, renewal or extension thereof, Lessee's right to occupy the premises and exercise the privileges and rights under this lease shall cease, and it shall surrender the same and lease the premises in good condition except for normal wear and tear. Unless otherwise provided, Lessee's building, all trade fixture, equipment, installed or placed by Lessee on the premises shall be the property of the Lessor upon termination of the Lease. Lessee shall have the right at any time during the terms of this Agreement, and for an additional period of thirty (30) days after its expiration, to remove personal property from the Airport if Lessee is not in default in its payment to Lessor. Lessee shall repair any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period shall become a part of the premises and ownership shall vest in Lessor.

(16) INSPECTION BY LESSOR: Lessor may enter upon the leased premises at reasonable times for any purposes

necessary, incidental to, or connected with the exercise of its governmental functions, or for fire protection or security reasons.

(17) NOTICE: Notices to Lessor are sufficient if hand-delivered or sent by certified mail, postage prepaid, addressed to:

Village of Ruidoso
Attention: Airport Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

And notices to Lessee are sufficient if sent by the same means to:

Randy Bailey
Box 822
Ruidoso, NM 88355

or to such other respective addresses as the parties may later designate to each other in writing.

(18) SALES AND PROPERTY TAXES: Lessee shall pay any gross receipts tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as the result of its occupancy of the premises or conduct of business at the Airport under authority of this lease. If laws or judicial decisions result in the imposition of a real property tax on the interest of Lessor, this tax shall also be paid by Lessee for the period this lease is in effect.

(19) APPROVALS, CONSENTS AND NOTICES: All approvals, consents and notices called for in this lease must be in writing.

(20) ATTORNEY'S FEES: If litigation between Lessor and Lessee is necessary to enforce the rights or obligations provided by this lease, the nonprevailing party shall pay for the prevailing party's reasonable attorney's fees and costs of litigation as may be determined by the Court.

(21) RULES AND REGULATIONS: Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of New Mexico, the County of Lincoln and the Village of Ruidoso and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance, or administration of the Airport now in effect or adopted later. Lessee will display to Lessor any permits, license or other evidence of compliance with such laws upon request.

(22) MECHANIC'S LIEN: Lessee agrees to keep the leased premises and any other improvements free of any mechanic's or materialman's liens or other liens of any kind of nature for any work done, labor performed, or material furnished to Lessee or at its request, and Lessee further agrees to indemnify and save harmless Lessor from and against any and all claims, liens, demands, costs and expense of whatsoever nature for any such work done, labor performed or materials furnished.

(23) RESERVATION TO LESSOR: The leased premises are accepted by Lessee subject to any and all existing easements or other encumbrances of record, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone, telegraph and powers lines, and other necessary or convenient appliances and appurtenances, over, in upon, through, across, and along the leased premises or any part of them, as will not interfere with Lessee's operations, and to enter thereupon for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits in, over, and upon, along or across any and all portions of the leased premises for the same purposes. No right of the Lessor provided for in this paragraph shall be exercised as to interfere unreasonably with Lessee's operation hereunder, or impair the security of any secured creditor of Lessee. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface shall be restored to its original condition upon the completion of any construction.

(24) SUCCESSORS AND ASSIGNS: This Lease shall be binding on the parties, their successors and assigns.

(25) F.A.A. REQUIRED PROVISIONS:

A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration of this Lease,

covenants and agrees as a covenant running with the land, that if facilities are constructed, maintained, or otherwise operated on the leased property, for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as these Regulations may be amended.

B. The Lessee, for itself, its successors in interest and assigns, as part of the consideration of this Lease, covenants and agrees, as a covenant running with the land, that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises.
2. In the construction of any improvements on, over or under such land the furnishing of services, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
3. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation effectuation of Title VI of the Civil Rights act of 1964, and as these Regulations may be amended.

C. If Lessee breached any of the above nondiscrimination covenants, Lessor may terminate the Lease, and reenter and repossess the leased land and the facilities on it, and hold the same as if the Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service. Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D above shall constitute a material breach of this Lease and if Lessee does not comply, Lessor shall have the right to terminate this Lease Agreement and any interest it creates in Lessee without liability at the election of the Lessor or the United States. Either or both of these shall have the right to judicially enforce the provisions of this Article.

F. Lessee agrees that it shall insert the above five provisions in any Lease Agreement by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the lease premises.

G. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee, that they similarly will undertake affirmative action programs, as required by 14 CFR 152, Subpart E, to the same effect.

H. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

I. Lessor reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

J. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Airport.

K. Lessor, for itself, its successors and assigns, for the use and benefit of the public, reserves a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation

or flight through the airspace or landing at, taking off from or operation on the Sierra Blanca Regional Airport.

L. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

M. The Lessee, by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises that exceeds the mean sea level elevations contained in Federal Aviation Regulation Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of any control tower. If Lessee breaches any of these covenants, Lessor reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree at the expense of the Lessee.

N. The Lessee by accepting this Lease agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Sierra Blanca Regional Airport or otherwise constitute a hazard. If Lessee breaches any of these covenants, Lessor reserves the right to enter upon the leased premises and cause the abatement of this interference at the expense of the Lessee.

O. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C., 1349a).

(26) DEFAULT: In the event of Lessee's failure to make any payments to the Village when the same shall become due, the Village may, at its option, terminate this Agreement after giving Lessee sixty (60) days notice in writing. In the event Lessee shall fail to cure such default and to pay all attorneys fees and costs incurred by the Village to enforce the provisions of this Agreement, then this Agreement shall automatically terminate. In the event Lessee shall, at any time, fail to perform any other terms, covenants, or conditions herein set forth, the Village shall have the right to terminate under the above described notice provision.

(27) ASSIGNMENT AND SUBLETTING: Lessee shall have the right to sell, transfer and assign this Lease subject to the following conditions:

- a) Any sale, conveyance or assignment shall require the approval of the Village, which approval shall not be unreasonably withheld.
- b) Provided however, should this Lease be assigned, then Lessee herein shall remain responsible under the original terms of this Lease, should its assignee default.

EXECUTED THIS 13th day of November, 2002.

LESSOR:
VILLAGE OF RUIDOSO

By: E. Leon Eggleston
Mayor E. Leon Eggleston

(SEAL)

ATTEST:

Tammie J. Maddox
Tammie J. Maddox, Village Clerk

LESSEE:

Randy Bailey

Randy Bailey
Signature

P-5

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL TO AGREEMENT by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico owner of Sierra Blanca Regional Airport, hereinafter called "Village" and Randy Bailey, hereinafter called "Lessee" dated 13 November 2002 and;

WHEREAS, the parties hereto previously entered into a Land Lease Agreement, dated 13 November 2002 at Sierra Blanca Regional Airport,

WHEREAS, the parties hereto previously entered into a Land Lease Agreement for a ten (10) year period with a Lessee option to extend the Agreement four (4) additional five (5) year periods with Consumer Price Index (CPI) adjustments and;

NOW THEREFORE, the parties hereto agree as follows:

1. The Land Lease Agreement is hereby renewed for a period of five (5) years, commencing 13 November 2012 and shall terminate on 13 November 2017.
2. Payment Provisions are modified to reflect to reflect a CPI increase amount per square foot. The increase was \$0.02 cents from the previous amount of .08 cents per square foot or now \$0.10 per square foot. The new annual Land Lease amount is \$500.00 per year plus water.
3. Water payment provision was modified to reflect to reflect a CPI increase amount. The water increase is \$3.51 cents from the previous amount of \$12.50 per month. The new monthly water rate will be \$16.01 or \$192.12 annually.
3. All other terms and conditions of the Land Lease Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 1st day of November 2012.

**SIERRA BLANCA REGIONAL AIRPORT
VILLAGE OF RUIDOSO**


David C. Pearce, Airport Director

LESSEE:


Randy Bailey

Date: 31 October 2012

Date: 10-13-12

Dated: 5/12/15

Village of Ruidoso, a Municipal Corporation

By: 
Tom Battin, Mayor
Village of Ruidoso



By: 
Irma Devine, Village Clerk
Village of Ruidoso

P-5

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL TO AGREEMENT by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico and owner of Sierra Blanca Regional Airport, hereinafter called "Village", and Randy Bailey, Owner, hereinafter called "Lessee" and;

WHEREAS, the parties hereto previously entered into a land lease agreement, dated 13 November 2002 at Sierra Blanca Regional Airport, and

WHEREAS, the parties hereto previously entered into a First Renewal Option Agreement commencing on 13 November 2012 for a five (5) year period renewal;

NOW THEREFORE, the parties hereto agree as follows:

1. The Land Lease Agreement is hereby renewed for a period of five (5) years, commencing 13 November 2017 and shall terminate on 12 November 2022.
2. Payment provisions are modified to reflect a CPI increase amount per square foot. The increase shall be \$0.01 cent from the previous amount of .10 cents per square foot to a new rate of \$0.11 per square foot. The new annual land lease amount will be \$550.00 plus water.
3. Water payment provisions are modified to reflect a CPI increase. The increase shall be \$1.06 cents from the previous amount of \$16.01 per month. The new monthly water rate will be \$17.07 or \$204.84 annually.
3. All other terms and conditions of the land lease agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 10th day of October 2017.

VILLAGE OF RUIDOSO



Tom Battin, Mayor
Village of Ruidoso

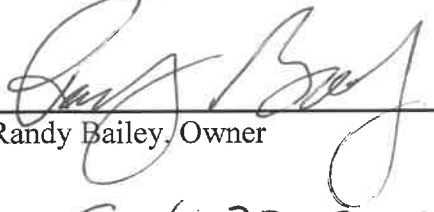
Date: 10/10/17





Irma Devine, Village Clerk
Village of Ruidoso

LESSEE:



Randy Bailey, Owner

Date: Sp 27-2017

P-5

THIRD RENEWAL AGREEMENT

THIS THIRD RENEWAL TO AGREEMENT by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico owner of Sierra Blanca Regional Airport, hereinafter called "Village" Randy Bailey, Owner, hereinafter called "Lessee" and.

WHEREAS the parties hereto previously entered into a Land Lease Agreement, dated November 13, 2002, at Sierra Blanca Regional Airport,

WHEREAS the parties hereto previously entered into a Land Lease Agreement for a ten (10) year period with a Lessee option to extend the Agreement four (4) additional five (5) year periods with Consumer Price Index (CPI) adjustments and.

NOW THEREFORE, the parties hereto agree as follows:

1. The Land Lease Agreement is hereby renewed for a period of five (5) years, commencing November 13, 2022, and shall terminate on November 13, 2027.
2. Payment Provisions are modified to reflect a CPI increase amount per square foot. The increase shall be \$0.0229 from the previous amount of \$0.11 per square foot or (\$550.00 annually) to a new rate of approximately \$0.1329 per square foot. The new annual Land Lease amount will be \$664.50.
3. Water payment provisions are modified to reflect a CPI increase. The increase Shall be \$3.55 from previous amount of \$17.07 per month. The new monthly water rate will be \$20.62 or \$247.44 annually.
4. All other terms and conditions of the Land Lease Agreement as amended shall remain unchanged.

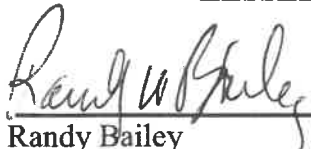
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 14th day of March 2023.

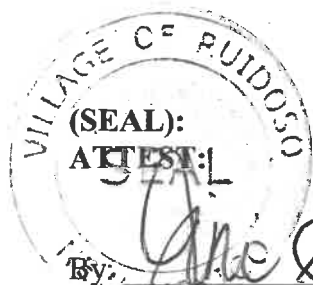
Dated: 10-04-23

**SIERRA BLANCA REGIONAL AIRPORT
VILLAGE OF RUIDOSO, A MUNICIPAL CORPORATION**

By: 
Lynn D. Crawford, Mayor
Village of Ruidoso

LESSEE:


Randy Bailey



(SEAL):

ATTEST:

By:

Jini S. Turri, Village Clerk
Village of Ruidoso